

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Plaintiffs Lauren Katz, Sheila Davidson, Alan and Heather Young, and Chris and Candice Filippi, individually, and on behalf of all members of the Settlement Class (collectively, “Plaintiffs”), and Cigna Health and Life Insurance Company (“Cigna” or “Defendant,” and together with Plaintiffs, the “Parties”), hereby agree as follows:

I. RECITALS

WHEREAS, on or about September 24, 2014, Sheila Davidson filed against Cigna and Cigna Healthcare of California, Inc. a class action complaint in the Superior Court of California for the County of Los Angeles titled *Sheila Davidson v. Cigna Health and Life Insurance Company*, Case No. BC 558566 (the “Complaint”), in which she alleged eight causes of action for: (1) violations of California Business & Professions Code § 17200 (unlawful); (2) violations of California Business & Professions Code § 17200 (unfair); (3) violations of California Business & Professions Code § 17200 (fraudulent); (4) violations of False Advertising Law, California Business & Professions Code § 17500; (5) violations of the Consumers Legal Remedies Act, California Civil Code § 1750; (6) breach of contract; (7) breach of the implied covenant of good faith and fair dealing; and (8) declaratory relief. Ms. Davidson filed the action on her own behalf and on behalf of all others similarly situated (“Lawsuit”);

WHEREAS, on or about November 17, 2015, Judge Jane L. Johnson ordered the Action to be related with *Colleen Stormans v. Cigna Healthcare of California, Inc.*, Case No. SC 124834, pending in the Superior Court of California for the County of Los Angeles;

WHEREAS, on or about December 21, 2015, Plaintiffs amended their class action complaint naming only Cigna as the Defendant and including additional named Plaintiffs Lauren

Katz, Alan and Heather Young, and Chris and Candice Filippi, in their individual capacity and on behalf of all others similarly situated;

WHEREAS, the Parties have conducted a factual investigation and analyzed the relevant legal issues with regard to the claims in, and potential defenses to, the Action. Plaintiffs and their counsel contend that the claims asserted in the Action have merit. Cigna and its counsel contend that the claims asserted in the Action do not have merit and, even if claims were to have merit, that Cigna has defenses that could eliminate or reduce liability and monetary recovery in this case. The Parties have also considered the uncertainties of class certification, summary judgment, and trial, and the benefits to be obtained under the proposed settlement, and have considered the costs, risks and delays associated with the continued prosecution of this time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiffs or Cigna;

WHEREAS, Plaintiffs have agreed to serve as representatives of the Settlement Class, have been informed by their counsel of the duties and obligations of a class representative, are familiar with the pleadings in the Action, and the results of the factual investigation undertaken by their counsel, and have been fully advised by such counsel as to the terms and effects of this Agreement, including the nature of the claims released, the potential for success if the Action were to be litigated to their conclusion, and the relief obtained by the settlement, and support its submission to the Court for both preliminary and final settlement approval;

WHEREAS, the Parties, through their respective counsel, have engaged in extensive arm's length negotiations in reaching this Agreement, including private mediation sessions among the Parties overseen by Justice Edward A. Panelli (Ret.) of JAMS and the exchange of detailed information about the issues in the Action;

WHEREAS, the Parties recognize and agree that it is in their mutual best interests to resolve their differences as set forth herein. Defendant does not admit to any wrongdoing and the Parties recognize that the agreements and releases set forth below represent the Parties' compromise of disputed matters in order to avoid the further disruption and expense of the Action;

WHEREAS, the Parties wish to fully, finally, and completely resolve all claims, causes of action, demands, liabilities, losses, and damages of any kind, known or unknown, as defined in this Agreement, including Plaintiffs' bid to be compensated for such claims and injunctive relief;

WHEREAS, the Parties, and their respective counsel, believe that the terms of the settlement set forth in this Agreement are fair, reasonable and adequate; and

WHEREAS, the Parties desire and intend to seek prompt Court approval of the settlement as set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, and the entry by the Court of a Final Order and Judgment finally certifying a class for settlement purposes, and approving the terms and conditions of the settlement as set forth in this Agreement under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6, Rules 3.769 et seq., as applicable, the Parties agree on the terms and conditions as set forth below.

The recitals stated above are hereby made a part of this Agreement.

II. DEFINITIONS

A. “Action” means the civil action pending in the Superior Court of California for the County of Los Angeles titled *Sheila Davidson, et al. v. Cigna Health and Life Insurance Company*, Case No. BC 558566 (L.A.S.C.).

B. “Additional Member Contributions” means the difference between (1) the deductible, coinsurance and copayment amounts that Cigna estimated Class Members may have been responsible for paying for services rendered in 2014 and 2015 by the Out-of-Network Medical Professionals (“Out-of-Network Member Costs”) and (2) the deductible, coinsurance and copayment amounts that Cigna estimated the Class Members may have been responsible for paying to Out-of-Network Medical Professionals if the professional was in-network (“In-Network Member Costs”). In calculating the estimated In-Network Member Costs, Cigna included (1) any remaining unfulfilled deductible amounts that would have applied if the provider providing the services had been treated as in-network; and (2) an assumed co-insurance of 20% applied to any remaining Out-of-Pocket Member Costs, up to the Class Member’s applicable out-of-pocket maximum amount (“Co-Insurance Estimate”).

C. “Agreement” means this Settlement Agreement and General Release, including all exhibits attached hereto.

D. “Claim Form for Other Out-of-Pocket Expenses” means a class action claim form in substantially the form attached as Exhibit 4 hereto, or as approved or modified by the Court.

E. “Claim Form for Other Out-of-Pocket Expenses Exceeding Direct Payment” means a class action claim form in substantially the form attached as Exhibit 5 hereto, or as approved or modified by the Court.

F. “Claims Administrator” means KCC, LLC or any other class action claims administrator to which the Parties might jointly agree or that the Court might order.

G. “Class” and “Class Member” mean all consumers who were enrolled in an Affordable Care Act- (“ACA”) compliant Cigna Individual and Family Preferred Provider Organization (“PPO”) health plan utilizing the LocalPlus Network in California at any time between January 1, 2014 and December 31, 2015. Consumers enrolled in employer-provided plans are not Class Members.

H. “Class Counsel” means Shernoff Bidart Echeverria LLP and Consumer Watchdog counsel.

I. “Class Period” means January 1, 2014 through December 31, 2015.

J. “Cigna” or “Defendant” means Cigna Health and Life Insurance Company including its predecessor and successor firms, affiliated companies, current and former parents and subsidiaries (and their parents and subsidiaries), and all of their respective shareholders, directors, officers, employees, agents, attorneys, insurers, mutual assurance entities, and assigns.

K. “Direct Payments” means the payments Cigna makes, by and through the Claims Administrator, to eligible Class Members for part of the estimated Additional Member Contributions they may have paid for treatments and services rendered in 2014 and 2015 by Out-Of-Network Medical Professionals, excluding one category of claims: claims for services rendered by an Out-of-Network Medical Professional in 2015 by whom the same Class Member had been treated in 2014. The Direct Payments, totaling \$1,880,579.15 in the aggregate, represent: (1) all Out-of-Network Member Costs exceeding the Class Member’s applicable in-network out-of-pocket maximum contribution, and (2) 20% of the difference between the in-network out-of-pocket maximum contribution and the estimated In-Network Member Costs.

L. “Final Approval Order” means the Order granting final approval of the Settlement, in substantially the form attached as Exhibit 6 hereto, or as approved or modified by the Court.

M. “Full Settlement Notice” means the long-form notice of class action settlement to be posted to the settlement website upon entry of the Preliminary Approval Order advising the Settlement Class Members of the settlement, in substantially the form attached as Exhibit 3 hereto.

N. “Judgment” means the entered and appealable judgment of the Court approving this Settlement Agreement, in substantially the form attached as Exhibit 9 hereto, or as approved or modified by the Court.

O. “LocalPlus Network” means Cigna’s LocalPlus network of medical professionals.

P. “OAP Network” means Cigna’s Open Access Plus network of medical professionals.

Q. “Out-of-Network Medical Professionals” means medical professionals that Cigna determined were participating in Cigna’s OAP Network, but not participating in Cigna’s LocalPlus Network.

R. “Other Out-of-Pocket Expenses” means any amounts of a provider’s billed charges, other than the Direct Payments made to Class Members, that a Class Member paid out-of-pocket on or before the date of the Preliminary Approval Order, or that have been the subject of active collection efforts, which began within 180 days after the date services were rendered and/or were ongoing up to and including the date that is ninety (90) days prior to the Preliminary Approval Order, for health care services and treatments rendered to the Class Member by other out-of-network medical professionals that, but for the professional’s out-of-network status, would otherwise have been covered as in-network health care services under the terms of the Class Member’s applicable Evidence of Coverage and which are not subject to any other limitation or

exclusion. Class Members can recover Other Out-of-Pocket Expenses through the claims process described in paragraph III.D. These Other Out-of-Pocket Expenses may include, for example, any amounts that a Class Member paid out-of-pocket or are the subject of active collection efforts, as described in this paragraph, for services rendered in 2014 and 2015 that were (1) rendered by an Out-of-Network Medical Professional but not previously submitted to Cigna by either the Class Member or the Out-of-Network Medical Professional; or (2) provided by other out-of-network providers who are not included in the Settlement Agreement's definition of Out-of-Network Medical Professionals. A Class Member that has Other Out-of-Pocket Expenses that are the subject of active collection efforts, which began more than 180 days after the date services were rendered and/or were not ongoing up to and including a date that is ninety (90) days prior to the Preliminary Approval Order, may submit claims through the claims process described in paragraph III.D.

S. "Party" and "Parties" means Plaintiffs Lauren Katz, Sheila Davidson, Alan and Heather Young, and Chris and Candice Filippi, and Defendant Cigna Health and Life Insurance Company.

T. "Plaintiffs" means Lauren Katz, Sheila Davidson, Alan Young, Heather Young, Chris Filippi, and Candice Filippi.

U. "Preliminary Approval Order" means the Court's entry of a preliminary approval order approving this Agreement and all settlement terms set forth in this Agreement and certifying a Settlement Class, in substantially the form attached as Exhibit 1 hereto, or as approved or modified by the Court.

V. "Released Claims" means any and all claims, demands, rights and liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or

unmatured, at law or in equity, existing under federal or state law relating to, without limitation, claims for injunctive or other equitable relief, damages, debts, indemnity, contribution, or for costs, expenses and attorney's fees, that were or could have been asserted in the Action against Defendants relating to the marketing and/or sale of ACA-compliant Cigna Individual and Family PPO health plans in California during the Class Period, including issues relating to the accuracy of provider directories and all other allegations in the Complaint and First Amended Complaint.

W. "Released Parties" means Cigna, including its predecessors and successors, affiliated companies, current and former parents and subsidiaries (and their parents and subsidiaries), and all of their respective shareholders, directors, officers, employees, agents, attorneys, insurers, and assigns.

X. "Releasers" means Plaintiffs and the Class Members (other than those who timely and validly opt-out of the Settlement Class), on behalf of themselves and their past, present, and future agents, insurers, attorneys, trusts, beneficiaries, heirs, devisees, legatees, spouses, co-insureds, family members, additional plan members, predecessors- and successors-in-interest and assigns.

Y. "Settlement Class" means the Plaintiffs and any and all members of the Class who do not timely opt out of the Settlement.

Z. "Settlement Effective Date" means the expiration of any time for appeal from the Judgment and Final Approval Order, to the extent there is one, or if appealed, when the Judgment and Final Approval Order have been affirmed by the California Court of Appeal and such affirmance is no longer subject to further review or appeal to the California or United States Supreme Court, or if reviewed by the California or United States Supreme Court, that the Judgment and Final Approval Order have been affirmed by such Court.

AA. “Summary Settlement Notice” means the notice of class action settlement to be mailed upon entry of the Preliminary Approval Order advising the Settlement Class Members of the settlement, in substantially the form attached as Exhibit 2 hereto.

III. SETTLEMENT CONSIDERATION

In consideration of the covenants and agreements set forth herein, Plaintiffs, the Settlement Class, and Cigna, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions. In general, all eligible Settlement Class members who received health care services rendered by Out-of-Network Medical Professionals that, but for the professional’s out-of-network status, would otherwise have been covered as in-network health care services under the terms of the Settlement Class Member’s applicable Evidence of Coverage, will receive a Direct Payment, with no claims process required, for part of the estimated Additional Member Contributions they may have paid for treatments and services rendered in 2014 and 2015 by Out-Of-Network Medical Professionals. As described in Paragraph II.K. above, the Direct Payment equals part of the estimated difference between what the eligible Settlement Class member may have paid on the claim for services rendered by an Out-of-Network Medical Professional and what the Settlement Class member would have been responsible for had the claim been processed as in-network. Additionally, Settlement Class members may also submit a claim for Other Out-of-Pocket Expenses in accordance with Paragraphs III.D., including amounts that exceed the Direct Payments and other expenses of which Cigna is not aware. There is no cap on the fund to pay valid claims submitted so that all Settlement Class members can recover 100% reimbursement of Other Out-of-Pocket Expenses, provided that they meet the requirements set forth in Section III.A.2. below.

A. Cigna's Obligations

1. Direct Payments: Cigna will pay Direct Payments in the aggregate amount of \$1,880,579.15, without the need to submit a claim form, to all Settlement Class Members who are eligible to receive them and who do not timely opt out as described in Paragraph III.B.4. below. Within thirty (30) days after the Settlement Effective Date, the Claims Administrator shall send via first class mail Direct Payments to all Settlement Class members that are eligible to receive them.

2. Claims Process: Settlement Class members who properly and timely submit either a Claim Form for Other Out-of-Pocket Expenses Exceeding Direct Payment or a Claim Form for Other Out-of-Pocket Expenses may also be entitled to reimbursement of Other Out-of-Pocket Expenses:

a. Adequate Other Out-of-Pocket Documentary Evidence: In order to be reimbursed for Other Out-of-Pocket Expenses, Settlement Class members must submit "Adequate Documentary Evidence" that demonstrates that they paid for the Other Out-of-Pocket Expenses or that such expenses were the subject of active collection efforts, which began within 180 days of the date the services were rendered and/or were ongoing up to and including the date that is ninety (90) days prior to the Preliminary Approval Order. The Adequate Documentary Evidence Class Members must submit with the Claim Form includes the following:

i. A bill for services from the medical care provider (which includes the date of service and a description of the medical care provided); and

ii. One of the following:

(a) Cancelled check(s), which corresponds to a bill for covered services, and which is dated prior to the date the motion for preliminary approval of the terms of this Settlement Agreement is filed; or

(b) Receipt(s) from health care services providers, which correspond to a bill for covered services, and which reflect a payment made before the date the motion for preliminary approval of the terms of this Settlement Agreement is filed; or

(c) A credit card statement reflecting payment(s) to the medical care provider, which correspond to a bill for covered services, and which reflects a payment made before the date the motion for preliminary approval of the terms of this Settlement Agreement is filed; or

(d) For an unpaid medical bill, a written communication from a medical care provider or collection agency reflecting active collection efforts that began within 180 days of the date services were rendered and/or were ongoing up to and including a date that is ninety (90) days prior to the Preliminary Approval Order. If the written communication from a medical care provider or collection agency reflects active collection efforts that began more than 180 days after the date services were rendered and/or were not ongoing up to and including a date that is ninety (90) days prior to the Preliminary Approval Order, a claim may be submitted but it may also be subject to the additional processes described in paragraph III.D.4.b; and,

b. Class Members who submit a claim for Other Out-of-Pocket Expenses must also either check an appropriate box on the Claims Form or submit a brief written statement or provide documents with the Claim Form providing factual information that demonstrates that Cigna, or a Cigna authorized representative, caused the Settlement Class member to believe that the provider was in-network. Any written statement must be signed by the

Class member and include the following attestation: “I understand that any information I provide to my insurer must be true and hereby certify that the foregoing is true, correct, and complete.”

c. Reimbursable Expenses: Defendant is required to reimburse Settlement Class members only for those Other Out-of-Pocket Expenses that Defendant would have been obligated to pay under the terms of the Settlement Class members’ applicable Evidence of Coverage. In other words, Defendant will only reimburse Settlement Class members for covered services and will apply all applicable in-network out-of-pocket limits, co-pays and deductibles to the claims for Other Out-of-Pocket Expenses submitted.

d. Jurisdiction to Adjudicate Disputes: Justice Panelli is vested with authority to hear and resolve any and all disputes of any nature arising out of or in any way related to whether a Settlement Class member is entitled to any Other Out-of-Pocket Expenses and following the procedure described in Paragraph III.D.4.b. In the event Justice Panelli is unavailable to adjudicate such disputes, the Parties shall agree upon an alternative neutral to perform the service. If the Parties cannot agree upon an alternative neutral, the Parties will petition the Court to appoint such a neutral.

3. Settlement Checks:

a. Check Cashing and Replacement: Settlement Class members shall have 120 calendar days from the date of their settlement check to cash their settlement checks. Settlement Class members who have misplaced or otherwise lost a settlement check may request that a new check be issued to them by making a written request to the Settlement Administrator sent by mail to the Settlement Administrator’s address. To be valid, a request for a replacement check must be in writing and must be postmarked within 120 calendar days of the original date of the settlement check. A Settlement Class member’s late request for a replacement check shall be

void and ineffective, but the Agreement nevertheless will be binding upon that Settlement Class member.

b. Uncashed Settlement Checks: Settlement checks that are not cashed within 120 days after mailing of the initial check (or 60 days after mailing of a replacement check) will be void and a stop payment will be placed on the checks. Those who fail to timely cash their checks will be deemed to have waived irrevocably any right in or claim to their portion of the Settlement Funds, but the Agreement nevertheless will be binding upon them. As required by Code of Civil Procedure section 384, the Settlement Funds represented by those uncashed checks will be paid as follows: (1) Twenty-five percent to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund; (2) Twenty-five percent to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and, (3) Fifty percent to the cy pres recipient selected by the Parties, 2020 Mom. By virtue of Court approval of this Agreement, its terms shall control over any principles of escheat or provisions of unclaimed property law. In no circumstances will any of the Settlement Funds be retained by, or revert to, Cigna.

4. Injunctive Relief: Cigna agrees to injunctive relief, for a period of five years, following the entry of the Final Approval Order, as follows:

a. Consistent with California Insurance Code section 10133.15(q), Cigna agrees that if an insured enrolled in Cigna's Individual and Family PPO health plans in California reasonably relied upon materially inaccurate, incomplete, or misleading information contained in Cigna's provider directory or directories, Cigna will provide coverage for all covered health care services provided to those insureds and to reimburse those insureds for any amount beyond what those insureds would have paid, had the services been delivered by an in-network

provider under the insured's policy. Cigna will apply in-network co-pays, deductibles, and out-of-pocket maximums;

b. Following the filing of this Lawsuit, Cigna implemented certain remedial measures as described in Exhibit 7 hereto;

c. Cigna will include additional disclosures to members regarding the financial impact of receiving out-of-network medical services under Cigna's Individual and Family PPO health plans in California utilizing the LocalPlus Network, as described in Exhibit 8 hereto.

d. If, within 90 days prior to the expiration date of the Injunctive Relief set forth in Paragraph III.A.4.a, b., and c., Class Counsel provides Cigna with notice and evidence that Cigna is not in compliance with the Injunctive Relief set forth in Paragraph III.A.4.a, b., and c., then the Parties at that time will meet and confer and decide whether Cigna should extend the Injunctive Relief for a longer period of time not to exceed an additional two (2) years. If the Parties are unable to reach an agreement during their meet and confer efforts, they will submit their dispute to a mediator.

B. Trial Court Approval of Class Settlement and Agreement

1. **Settlement Conditions and Opt-Out Limit:** This Agreement is conditioned on (i) the Court's entry of a Preliminary Approval Order; (ii) the Court's entry of a Final Approval Order; and (iii) the entry of a Final Judgment.

2. **Motions for Preliminary Approval and Final Approval:** The Parties shall file motions for preliminary and final approval of the terms of this Settlement Agreement, requesting that the Court certify the Settlement Class, and that the Court find that the Settlement Agreement and Judgment are fair, reasonable, and adequate to the Class. In connection with such

motions, the Parties shall submit a proposed Preliminary Approval Order and a Final Approval Order in the form attached as Exhibits 1 and 6 hereto, respectively.

3. Stipulation to Certification of Class: As part of this Settlement Agreement, the Parties hereby stipulate to the certification of the Settlement Class as defined in Paragraph II.G, pursuant to California Code of Civil Procedure Section 382. The Parties additionally stipulate that Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representative, and Plaintiffs' Counsel shall be appointed as Class Counsel.

4. Requests for Exclusion (“Opt Out”) From the Class: Any Class Member seeking to opt-out of the Settlement Class must do so in a writing, which shall be mailed to the Claims Administrator. Such requests must be postmarked no later than forty-five (45) days after the date the Summary Settlement Notice is mailed to the Settlement Class member. The request must (1) identify the case name and number (*Davidson et al. v. Cigna Health and Life Insurance Company*, Los Angeles Superior Court Case No. BC558566); (2) be signed by the person seeking to be excluded from the Class; (3) clearly express the person's desire to be excluded from the Class; and (4) include the person's name, address and, if available, telephone number and, if represented by counsel, counsel's name, address and telephone number. Any Class Member who wishes to be excluded from the Class can only opt-out for himself or herself and cannot opt-out for any other person or any group of persons (with the exception of a Class Member acting on behalf of minor children), nor can any person within the Class authorize any other person to opt-out on his or her behalf (with the exception of a caregiver acting on behalf of a Settlement Class Member who requires such assistance). Any request for exclusion that fails to satisfy the requirements of this provision, or that has not been timely postmarked by the deadline set forth in the Preliminary Approval Order, shall be deemed ineffective and any person included within the

Class who does not properly and timely submit a request for exclusion shall be deemed to have waived all rights to opt-out and shall be deemed a Class Member for all purposes under this Agreement.

5. Objections to Settlement: Any Settlement Class member who wishes to object to the Settlement may appear at the hearing on the motion for Final Approval Order (“Fairness Hearing”) and present any evidence or argument that may be proper. If a Settlement Class member wishes to object to the Settlement, then within forty-five (45) days after the Summary Settlement Notice is mailed, he or she must deliver by hand or send, by first class mail (postage prepaid) or overnight delivery, a notice of objection to the Claims Administrator. The notice of objection must: (i) identify the case name and number (*Davidson et al. v. Cigna Health and Life Insurance Company*, Los Angeles Superior Court Case No. BC558566); (ii) identify the person submitting the objection as a Settlement Class member; (iii) attach copies of materials the Settlement Class member will submit to the Court or present at the Fairness Hearing (if any); (iv) be signed by the Settlement Class member; and (v) clearly state in detail: (1) the legal and factual ground(s) for the objection; (2) the Settlement Class member’s name, address and, if available, telephone number; and (3) if represented by counsel, such counsel’s name, address and telephone number. Any Settlement Class member who fails to object in this manner shall be deemed to have waived such objection and shall forever be barred from raising such objection in this or any other action or proceeding.

C. Notice

1. **Summary Settlement Notice:** Within thirty (30) days after notice of the entry of the Preliminary Approval Order, the Claims Administrator shall send via U.S. mail the Summary Settlement Notice, attached as Exhibit 2 hereto, to Class Members. Prior to mailing the

Summary Settlement Notice, the Settlement Administrator shall update the last known addresses reflected in Cigna's records for Class Members by comparing them to the National Change of Address system to ensure individual notice is provided to all reasonably identifiable Class Members. If any Summary Settlement Notices are returned as undeliverable with forwarding addresses provided, the Settlement Administrator shall re-send Summary Settlement Notices to the forwarding addresses. For any Summary Settlement Notices returned undeliverable without forwarding addresses provided, the Settlement Administrator shall run an address search (skiptrace) against the Lexis-Nexis address database, or comparable database, and re-send Settlement Notices to any updated addresses obtained.

2. The Claims Administrator shall have no obligation to send out additional notices beyond what is identified in this Section.

3. **Settlement Website:** The Summary Settlement Notice will provide a description of the Settlement terms and refer Class Members to a settlement website, created by the Claims Administrator, which will contain this Agreement and Exhibits, the operative complaints and a list of relevant deadlines, and other agreed-to materials and information. No later than the date that the Summary Settlement Notice is mailed to the Class Members, the Parties agree that a copy of the Summary Settlement Notice and Full Settlement Notice (attached as Exhibits 2 and 3 hereto) will be made available to the public in English and Spanish through the settlement website.

For those Class Members who cannot access the Full Settlement Notice in such a manner, the Settlement Administrator will establish a toll-free number that Class Members can call to request a mailed copy of the Full Settlement Notice. Class Members will also be able to call this toll-free number for general information, in English and Spanish, about the Agreement, in the form

of both a recorded question and answer and live-answer options. This toll-free number and settlement website will be available no later than the date that the Summary Settlement Notice (Exhibit 2) is mailed to the Class Members and continuously available for 120 calendar days following the disbursement of settlement checks pursuant to Paragraph III.A.1.

The Parties agree that Plaintiffs' Counsel shall have an opportunity to review the content of any proposed voice prompt recordings or scripts used by operators responding to calls, which will be consistent with the Full Settlement Notice, and to make suggested edits to the content of such recordings or scripts before they are used. Defendant shall provide Plaintiffs' Counsel with any proposed voice prompt recordings or scripts 10 days before their implementation. Plaintiffs' Counsel shall notify Defendant's Counsel in writing within three days of their receipt of such voice prompt recordings or scripts if they have any suggested edits to any aspect of the content of the voice prompt recordings or scripts. Plaintiffs' Counsel will be deemed to have consented to the proposed content if Plaintiffs' Counsel fails to notify Defendant's Counsel of any suggested edits within this period. Justice Panelli will resolve any disputes between the Parties regarding such voice prompt recordings or scripts.

4. **Report Following Preliminary Approval Order:** Within five (5) days of the deadline to submit opt-out requests and objections, the Administrator shall report to the parties' counsel the total number of Class Members who have properly elected to opt-out of the Class or that have objected to the terms of the Settlement.

5. The Parties agree that the methods of notice set forth in this section constitute the best form of notice to the Settlement Class that is practicable under the circumstances.

6. Defendant shall pay all costs associated with disseminating the Settlement Notice, the Settlement Administrator, settlement website, the toll-free number, and all associated expenses, including the neutral for adjudication of disputes about the timeliness and/or validity of a claim submitted pursuant to Paragraph III.D.

D. Claims Administration

1. Claims Administrator: Pursuant to this Agreement, the Parties will jointly propose KCC, LLC, subject to the Court's approval, to be appointed as the Claims Administrator. Subject to the Court's approval, within thirty (30) days after entry of the Preliminary Approval Order, Cigna shall provide the Claims Administrator a list of Class Members in a manner sufficient to provide notice of the proposed Settlement according to the procedures in Paragraph III.C.

2. Claim-Specific Information: For all Settlement Class members that are eligible to receive Direct Payments, the Class Administrator will also provide information with the Direct Payments identifying: (1) the total amount of the Direct Payment that the Settlement Class member will receive; (2) claim-specific information identifying the dates of service, the providers who provided services that are included in the Direct Payment, and a general description of services provided, to the extent that information is readily accessible to Cigna; (3) the Co-Insurance Estimate amount; and (4) the total amount of the Settlement Class member's applicable remaining in-network deductible, co-pays, and other out-of-pocket contributions, which set-off and/or reduced the total amount of the Direct Payment for that Settlement Class member. Along with the Direct Payment, the Claims Administrator will also provide to Settlement Class members that are eligible to receive Direct Payments the Claim Form for Other Out-of-Pocket Expenses Exceeding Direct Payment.

3. Process to Submit Claims:

a. Claim Forms and Documentary Evidence: A Settlement Class member may submit a claim for consideration of payment of Other Out-of-Pocket Expenses that he or she incurred that are not compensated by the Direct Payment, as follows:

i. Settlement Class members who receive a Direct Payment may complete and submit to the Claims Administrator the Claim Form for Other Out-of-Pocket Expenses Exceeding Direct Payment, which is attached as Exhibit 5 hereto. Settlement Class members submitting claims for Other Out-of-Pocket Expenses must provide with their claim Adequate Documentary Evidence of their Other-Out-of-Pocket Expenses, as described in Paragraph III.A.2.a. Cigna will not reimburse any Settlement Class member without Adequate Documentary Evidence.

ii. Settlement Class members who do not receive a Direct Payment may complete and submit to the Claims Administrator the Claim Form for Other Out-of-Pocket Expenses, which is attached as Exhibit 4 hereto. The Claims Administrator will mail this form to the Class Members within thirty (30) days of the Settlement Effective Date. Settlement Class members submitting claims for Other Out-of-Pocket Expenses must provide with their claim Adequate Documentary Evidence of their Other-Out-of-Pocket Expenses, as described in Paragraph III.A.2.a. Cigna will not reimburse any Settlement Class member without Adequate Documentary Evidence.

b. Time for Submission: To be timely submitted, a completed claim form, along with Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses, as

described in Paragraph III.A.2.a, must be postmarked to the Claims Administrator no later than forty-five (45) days after the claims form was mailed to the Settlement Class member. Cigna is only required to make settlement payments to those Class Members who submit a timely and valid claim form.

c. Disputes About Claims Submitted: Justice Panelli will resolve any disputes about the timeliness and/or validity of all claims submitted by Settlement Class Members on either the Claim Form for Other Out-of-Pocket Expenses Exceeding Direct Payment or the Claim Form for Other Out-of-Pocket Expenses, and the parties vest him with equitable discretion to do so.

4. Processing of Claims Forms for Other Out-of-Pocket Expenses Exceeding Direct Payments and for Other Out-of-Pocket Expenses:

a. The Claims Administrator will determine if the Settlement Class member has submitted Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses and other requirements, as set forth in Paragraph III.A.2.a and III.A.2.b, signed by the Class Member, demonstrating that Cigna, or a Cigna authorized representative, caused the Settlement Class member to believe the provider, including a provider on the list of the Out-of-Network Medical Professionals, as defined herein, was in-network at the time services were provided. Based on the information and evidence submitted by the Settlement Class member, the Claims Administrator shall act as follows:

i. If the Settlement Class member has not submitted Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses, as set forth in Paragraph III.A.2.a., then the Claims Administrator shall deny the claim and so inform counsel. If the only reason the Settlement Class member has not submitted Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses is that the Settlement Class member's claim is based on evidence of collection

efforts that began more than 180 days after the date services were rendered and/or were not ongoing up to and including a date that is ninety (90) days prior to the Preliminary Approval Order, then, prior to denying the claim, the Claims Administrator shall notify Cigna, and Cigna may elect to initiate the meet and confer process described in paragraph III.D.4.b below.

ii. If the Settlement Class member has submitted Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses, as set forth in Paragraph III.A.2.a and III.A.2.b., or if Cigna declines to initiate the meet and confer process described in paragraph III.D.4.b below, then the claim shall be processed in accordance with paragraph (c) below.

b. If Cigna initiates the meet and confer process because a Settlement Class member submits a claim related to collection efforts based on a written communication from a medical provider or collection agency reflecting collection efforts that (1) began more than 180 days after the date services were rendered and/or (2) were not ongoing up to and including a date that is ninety (90) days prior to the Preliminary Approval Order, Cigna shall contact the out-of-network medical provider to meet and confer in good faith to resolve the out-of-network medical provider claim on the Settlement Class member's behalf. If, after conducting a good faith review of the claim, Cigna determines that the claim should be processed, Cigna shall notify the Claims Administrator to process the claim in accordance with paragraph (iii) below. If the provider fails to respond to the invitation to meet and confer, or if Cigna concludes during the meet and confer process that the Settlement Class member engaged in fraud or otherwise intentionally persuaded, plotted or colluded with the out-of-network provider to pursue collection of balance billed amounts as a result of this Agreement, Cigna may object to processing the claim and may submit the claim to the Claims Administrator to initiate the dispute resolution procedure set forth and starting in paragraph III.D.5.a.

c. Once the Claims Administrator determines whether the claim is supported by Adequate Documentary Evidence of any Other-Out-of-Pocket Expenses and other requirements, as set forth in Paragraph III.A.2.a. and III.A.2.b., then Cigna will analyze the claim to determine whether (i) it would have been denied or not paid in full under the Settlement Class members' applicable Evidence of Coverage for reasons other than the medical provider's network status (for example, without limitation, medical services that Cigna considers not medically necessary, eligibility, not a covered services, etc.); and, (ii) the amount of the claim exceeds the Settlement Class member's applicable remaining in-network deductible, co-pays, and other out-of-pocket contributions. Based on Cigna's analysis described above in this Paragraph III.D.4.b, Cigna will inform the Claims Administrator as follows:

i. If the claim would have been denied or not paid in full, or if the amount of the claim does not exceed the Settlement Class member's applicable in-network deductible, in-network co-pays, and other in-network out-of-pocket contributions, then Claims Administrator will deny or reduce the claim accordingly.

ii. If the services would otherwise have been covered and the amount of the claim does exceed the Settlement Class member's applicable remaining in-network deductible, co-pays, and other out-of-pocket contributions, then the Claims Administrator will have authority, subject to the terms and conditions of this Agreement, to accept the claim and to determine the additional compensation that Cigna must pay to the Settlement Class member who submitted the claim.

d. The Claims Administrator will notify Counsel and the Settlement Class member of its decision and, if the claim is denied or reduced, provide information regarding the basis of the denial or reduction.

5. Disputes Regarding Amount of Other Out-of-Pocket Expenses Determined by Claims Administrator:

a. Within 30 days after the Claims Administrator notifies Counsel and the Settlement Class member of its decision, including, without limitation, a decision to deny a claim for Other Out-of-Pocket Expenses after Cigna initiated the meet and confer process described in paragraph III.D.4.b, if either Party or the Settlement Class member objects to the Claims Administrator's conclusion, including the amount of additional compensation Cigna must pay to the Settlement Class member who submitted the claim or the basis for the denial, that objecting Party or Settlement Class member can seek and obtain review from Justice Edward Panelli by written notice to the Claims Administrator with a copy to all Counsel and the Settlement Class member if Defendant is the objecting party. The objection shall state the fact that the Party or Settlement Class member objects, shall attach the Claims Administrator's conclusion and a copy of the claim form at issue, and shall include any other documentary evidence supporting the basis for the objection. Cigna may object to the decision of the Claims Administrator, *inter alia*, on the basis that the Class member had actual knowledge, prior to enrollment in the plan, that a medical professional was not participating in Cigna's network. Any and all such disputes can only be initiated by contacting the Claims Administrator. Communication by a Settlement Class member with Cigna or any of its employees will not be effective to initiate a dispute.

b. Within 30 days of receipt of notice of an objection by a Party or Settlement Class member, the Party or Settlement Class member may provide to the Claims Administrator any documentary evidence in response to the objection.

c. Within 30 days of receipt of any information from a Party or the Settlement Class member in response to the objection, the Claims Administrator shall send the objection, along with any supporting documentation, including documentary evidence responding to the objection, to Justice Panelli with a copy to Counsel. Upon receipt of the objection, Justice Panelli can, at his sole and absolute discretion, seek additional input from Counsel or the Settlement Class member. In the event Cigna objects to processing the claim due to the failure of a medical provider to respond to the invitation to meet and confer during the process set forth in paragraph III.D.4.b, Justice Panelli shall contact the Settlement Class member and Class Counsel to request additional information pertaining to the circumstances regarding the collection efforts. Justice Panelli also will have sole and absolute discretion to determine the time frame necessary for his review and ruling on the objection, and the parties vest him with equitable discretion to rule on the objection (including equitable discretion to determine whether a claim qualifies as an Other Out-of-Pocket Expense). Justice Panelli will report his ruling on objections to the Parties and the Settlement Class member in writing, which will be final and binding on all parties.

6. Settlement Class members who have not been financially impacted will not receive a settlement check or be entitled to any of the funds from the Settlement. Nonetheless, all Settlement Class members will receive the benefit of the Injunctive Relief described in Section III.A.4 above, and therefore whether or not a Settlement Class member is entitled to a settlement check or not, all Settlement Class members are bound by this Agreement, including the release of Released Claims.

E. Settlement Payments to Representative Plaintiffs and Attorneys' Fees and Costs

1. Attorneys' Fees: The Parties acknowledge that in prosecuting and settling this Action, Class Counsel have conferred a significant benefit on the public. As an integrated term of this settlement, Defendant agrees to pay to Class Counsel, as approved by the Court, reasonable attorneys' fees, including reimbursement of expenses through the entry of the Final Order and Judgment, a cumulative total of \$1,131,649.00 in fees and costs. The Parties and Class Counsel agree that, in no event, shall Defendant pay more than \$1,131,649.00 for attorneys' fees and costs. An Order of the Court to award attorneys' fees and costs less than \$1,131,649.00 shall not impact the other terms and conditions of this Agreement. Such amounts shall be paid to Plaintiffs' Counsel Shernoff Bidart Echeverria LLP within thirty (30) days after the Settlement Effective Date. The Parties represent that their negotiation of and agreement to the foregoing attorneys' fees and costs did not occur until after the substantive terms of the Agreement had been negotiated and agreed to. Defendant shall bear its own attorneys' fees and costs. All requests for approval of payment of attorneys' fees and reimbursement of expenses shall be filed no later than 28 days before the Fairness Hearing. Such requests will be heard at the time of the Fairness Hearing by the Court. Any challenges to or appeals from the request for approval of payment of attorneys' fees and expenses shall not otherwise terminate or delay implementation of the Agreement.

2. Representative Plaintiffs: Within thirty (30) days after the date of the Final Approval Order and Judgment become Final, Defendants shall pay named Plaintiffs Lauren Katz, Sheila Davidson, Alan and Heather Young, and Chris and Candice Filippi \$5,000 each for their role as class representatives in this Action. The Parties represent that their negotiation of and

agreement to the incentive awards did not occur until after the substantive terms of the Agreement had been negotiated and agreed to in principle.

3. Court Approval: The procedure for seeking attorneys' fees and costs, the allowance or disallowance by the Court of any application by Class Counsel for attorneys' fees and costs, and any motion or request relating to the distribution thereof among Class Counsel are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating to Class Counsel's application for attorneys' fees and costs, or any appeal from any order relating thereto, or any reversal or modification of any such order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of a Judgment approving this Agreement.

F. Procedures Following Disbursement of Settlement Funds: Each Settlement Class member agrees to pay medical providers on behalf of Defendant up to the amount of any payment he or she receives by way of this Settlement. To be eligible for payment under this provision, the medical provider's claims must arise from the same health care services or treatment that were (1) the subject of the settlement payment to the Settlement Class member and those health care services were included in the calculation of the Settlement Class member's settlement payment; and (2) rendered to the Settlement Class member during the Class Period.

G. Best Efforts of Parties: The Parties agree to undertake their best efforts to effectuate the settlement described in this Agreement. The Parties shall jointly request the Court to both preliminarily and finally approve the Agreement as expeditiously as practicable, and shall not encourage persons included within the Settlement Class or attorneys representing such persons to object to the Court's approval of the Agreement. The Parties further represent, agree and acknowledge that the settlement is a fair resolution of these claims for the Parties and the

Settlement Class. Neither the Parties nor their respective counsel shall make any statements suggesting the contrary, either before or after the Court's approval of the settlement and this Agreement.

H. No Liability: No Settlement Class member shall have any claim or cause of action against the Plaintiffs, Class Counsel, the Claims Administrator, Defendants, or Defendants' attorneys, based on the administration or implementation of this Agreement, orders of the Court, or the distribution of monies under the Agreement. All such disputes must be resolved in accordance with Paragraph III.D.

I. No Appeal or Objection by Plaintiffs: Plaintiffs and Class Counsel shall not object to the Settlement and shall not appeal the Final Approval Order or Judgment, except as to an Order regarding attorneys' fees and expenses in an amount less than that provided for in paragraph III.E.

J. Release of Claims

1. Release of Released Claims: Effective upon the Settlement Effective Date, the Releasors hereby release the Released Parties of and from any and all Released Claims. The Releasors and each of them agree and covenant not to sue or prosecute, institute or cooperate in the institution, commencement, filing, or prosecution of any suit against any Released Parties on the basis of any Released Claims.

2. Waivers of California Civil Code Section 1542: It is a condition of the consideration hereof, and is the intention of Plaintiffs and the Settlement Class, that this Agreement shall be effective as a complete release and settlement of all Released Claims that the Releasors now have or have had in the past, or might have in the future against the Released Parties. In furtherance of this intention, which may be asserted by and between the Parties hereto and/or their

successors, heirs and/or assigns, Plaintiffs and the Settlement Class expressly, knowingly and voluntarily waive any and all rights and/or benefits conferred upon the Releasors by California Civil Code Section 1542, which provides as follows:

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

Plaintiffs acknowledge that Class Counsel have advised them of and that they are familiar with the provisions of California Civil Code Section 1542, as well as the provisions of any and all comparable or similar statutes or principles of law of any other state or federal jurisdiction that might otherwise be deemed applicable, and that, being aware of that section and other similar statutes or principles of law, Plaintiffs expressly waive any and all rights and benefits conferred by that section or other similar statutes or principles of law on behalf of themselves individually, and on behalf of the Settlement Class. Plaintiffs admit to full knowledge and understanding of the consequences and effect of this waiver. Plaintiffs hereby acknowledge that they and each Class Member may hereafter discover facts other than or different from those which he or she knows or believes to be true with respect to the Released Claims but each Releasor hereby expressly waives and fully, finally, and forever, settles and releases, upon the Settlement Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

3. The Released Parties, on behalf of themselves and their respective successors, assigns, past, present, and future parents, subsidiaries, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, and administrators, do fully

release and forever discharge Plaintiffs and Plaintiffs' Counsel, on behalf of themselves and their respective predecessors, successors, assigns, past, present, and future parents, subsidiaries, joint ventures, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, executors, administrators, descendants, dependents, and heirs, from any claims arising out of the investigation, publication, prosecution or resolution of these Lawsuits and hereby covenant they shall not take any adverse action against Plaintiffs or Plaintiffs' Counsel in response to or in retaliation to the submission or resolution of the Lawsuits, or as a result of entering into this Agreement.

4. Final Judgment: The parties shall seek at the hearing on the Final Approval Order, a final Judgment of the Released Claims in a form substantially similar to that attached as Exhibit 9 hereto. Such Judgment shall be final, binding and with prejudice as to the Released Claims and shall be preclusive of any further litigation of such claims by any Releasor or Class Member who has not opted out.

5. Irreparable Harm: The Parties agree that Defendant shall suffer irreparable harm if a Releasor takes action inconsistent with this Agreement and that, in that event, Defendant may seek an injunction from the Court as to such action without further showing of irreparable harm.

K. Effect of Non-Approval or Termination of Agreement: In the event that (i) this Agreement is not finally approved by the Court, or (ii) Final Judgment does not occur, or (iii) the number of timely and valid requests for exclusion exceeds a number agreed to by the Parties and, within five business days after the deadline for valid requests for exclusion to be submitted, Defendant provides written notice to Plaintiffs that Defendant elects not to pursue the settlement

based on the number of valid and timely requests for exclusion that are received, or (iv) the Agreement is otherwise terminated or fails to become effective in accordance with its terms, the Parties shall be restored to their respective positions in the Action as of the date of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning any application for attorney's fees or costs awarded by the Court to any of the Class Counsel shall constitute grounds for cancellation, modification or termination of this Agreement, and neither the Parties nor counsel shall request or suggest any such relief.

L. Continuing Jurisdiction: The Court shall retain continuing and exclusive jurisdiction over the Parties, including all Settlement Class members and Released Parties, over the administration and enforcement of the Settlement and this Agreement, and over the provision of benefits to the Settlement Class. The Parties agree they will seek assistance from Justice Edward A. Panelli, or another mediator agreed to by the Parties, before seeking assistance from the Court in the event of a dispute regarding the terms of the Agreement.

M. Commitment to Support Settlement and Communications with Class Members: The Parties agree that it is in their best interests to consummate this Agreement and all the terms and conditions contained herein and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court that are required to implement its provisions. Class Counsel agree not to solicit or encourage, directly or indirectly, the Class Members to opt-out of this Agreement. This duty to

cooperate is material and subject to adjudication by Justice Panelli. The Parties also agree to support this Agreement in accordance with and subject to the provisions of this Agreement.

N. Miscellaneous Provisions

1. **Survival of Orders and Agreements.** If Final Judgment occurs and this Agreement remains in effect, any agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive.

2. **No Reliance On Representations by Other Parties.** This Agreement is executed without reliance upon any representation by Plaintiffs and the Settlement Class or their agents on the one hand, and Defendants and its agents on the other hand except as to confirmatory discovery provided under oath, concerning the nature or extent of any damages or legal liability, and all parties have read the contents hereof, have been fully advised by counsel as to the consequences thereof, and have signed the same as a free act.

3. **Independent Legal Advice and Authority.** Plaintiffs and Defendant have received independent legal advice from his, her, or its counsel regarding the meaning and legal effect of this Agreement, the advisability of making the agreements provided for herein, and the execution of this Agreement, and fully understand the same. Each Party executing this Agreement has the full right and authority to enter into this Agreement on behalf of himself, herself, or itself, or any person or entity on behalf of whom it enters into this Agreement in a representative capacity, and to bind fully such person or entity to the terms and obligations of this Agreement. The Parties executing this Agreement have full power to enter into this Agreement either directly or through their counsel and have not heretofore assigned, transferred, or encumbered, or purported to assign, transfer, or encumber, voluntarily or involuntarily, to any person or entity, all or any portion of the Released Claims, obligations or rights which are the subject of this Agreement. Plaintiffs warrant

that the Released Claims released pursuant to this Agreement have not been assigned or transferred voluntarily, involuntarily, or by operation of law.

4. **Notices.** Any notices or statements to be given under this Agreement shall be addressed as follows:

If to Plaintiffs:

Michael J. Bidart, Esq
Travis M. Corby, Esq
Shernoff Bidart Echeverria LLP
600 South Indian Hill Boulevard
Claremont, CA 91711

Jerry Flanagan
Benjamin Powell
Consumer Watchdog
2701 Ocean Park Blvd., Suite 112
Santa Monica, CA 90405

If to Defendant:

Molly Moriarty Lane, Esq.
Morgan Lewis & Bockius, LLP
One Market, Spear Street Tower
San Francisco, CA 94105

If to Justice Panelli

Justice Edward A. Panelli (Ret.)
JAMS
707 Wilshire Blvd., 46th Floor
Los Angeles, CA 90017

5. **Integrated Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties hereto, and supersedes and replaces all prior statements, representations, negotiations, and agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document. This Settlement Agreement may not be modified or amended except in writing executed by Plaintiffs and

Defendant, and approved by the Court. It shall be construed and interpreted to effectuate the intent of the parties which is to provide, through this Settlement Agreement, for a complete resolution of the revised claims.

6. **No Presumption Against Drafter.** None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

7. **No Admission of Liability.** Neither this Agreement, nor any exhibit or document referenced herein nor any act performed or document executed pursuant to this Settlement Agreement: (a) is or shall be deemed to be or shall be used as any admission of fault, wrongdoing or liability whatsoever, or as a waiver or limitation of any defenses otherwise available to Defendant; (b) shall be construed as, or deemed to be evidence of, an admission or concession by Defendant; or (c) shall be offered or received in evidence in any action or proceeding against any Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce or effectuate the provisions of this Agreement or the provisions of any related agreement or release.

8. **Choice of Law.** The validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the internal, substantive laws of the State of California without giving effect to applicable choice of law principles.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single

instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of the originals for any purpose and shall have the same force and effect as an original ink signature.

10. **Time for Compliance.** If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Pacific Time on that day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March __, 2018

Lauren Katz, Plaintiff

DATED: March __, 2018

Sheila Davidson, Plaintiff

DATED: March __, 2018

Alan Young, Plaintiff

DATED: March __, 2018

Heather Young, Plaintiff

DATED: March __, 2018

Chris Filippi, Plaintiff

DATED: March __, 2018

Candice Filippi, Plaintiff

falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Pacific Time on that day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed,
by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March 15, 2018

Lauren Katz
Lauren Katz, Plaintiff

DATED: March __, 2018

Sheila Davidson, Plaintiff

DATED: March __, 2018

Alan Young, Plaintiff

DATED: March __, 2018

Heather Young, Plaintiff

DATED: March __, 2018

Chris Filippi, Plaintiff

DATED: March __, 2018

Candice Filippi, Plaintiff

DATED: March __, 2018

Cigna Health and Life Insurance Company

By: _____
Its: _____

falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Pacific Time on that day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March __, 2018

Lauren Katz, Plaintiff

DATED: March 14, 2018

Sheila Davidson

Sheila Davidson, Plaintiff

DATED: March __, 2018

Alan Young, Plaintiff

DATED: March __, 2018

Heather Young, Plaintiff

DATED: March __, 2018

Chris Filippi, Plaintiff

DATED: March __, 2018

Candice Filippi, Plaintiff

DATED: March __, 2018

Cigna Health and Life Insurance Company

By: _____
Its: _____

falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Pacific Time on that day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March __, 2018

Lauren Katz, Plaintiff

DATED: March __, 2018

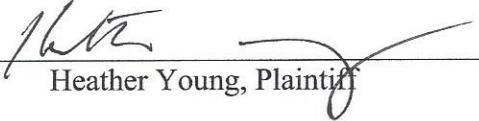
Sheila Davidson, Plaintiff

DATED: March 8, 2018



Alan Young, Plaintiff

DATED: March 12, 2018



Heather Young, Plaintiff

DATED: March __, 2018

Chris Filippi, Plaintiff

DATED: March __, 2018

Candice Filippi, Plaintiff

DATED: March __, 2018

Cigna Health and Life Insurance Company

By: _____
Its: _____

falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Pacific Time on that day.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March __, 2018

Lauren Katz, Plaintiff

DATED: March __, 2018

Sheila Davidson, Plaintiff

DATED: March __, 2018

Alan Young, Plaintiff

DATED: March __, 2018

Heather Young, Plaintiff

DATED: March 6, 2018



Chris Filippi, Plaintiff

DATED: March 8, 2018



Candice Filippi, Plaintiff

DATED: March __, 2018

Cigna Health and Life Insurance Company

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed,

by Plaintiffs, Defendants, and their respective duly authorized attorneys:

DATED: March __, 2018

Lauren Katz, Plaintiff

DATED: March __, 2018

Sheila Davidson, Plaintiff

DATED: March __, 2018

Alan Young, Plaintiff

DATED: March __, 2018

Heather Young, Plaintiff

DATED: March __, 2018

Chris Filippi, Plaintiff

DATED: March __, 2018

Candice Filippi, Plaintiff

DATED: March 14, 2018

Cigna Health and Life Insurance Company

By: 
Its: President, Government Business

DATED: March __, 2018

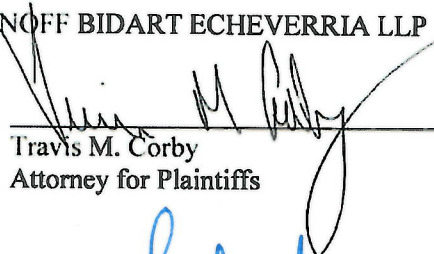
Cigna Health and Life Insurance Company

By: _____
Its: _____

APPROVED AS TO FORM:

DATED: March 14, 2018

SHERNOFF BIDART ECHEVERRIA LLP



Travis M. Corby
Attorney for Plaintiffs

DATED: March 15, 2018

CONSUMER WATCHDOG



Jerry Flanagan
Attorney for Plaintiffs

DATED: March __, 2018

MORGAN LEWIS & BOCKIUS, LLP

Molly Moriarty Lane
Attorney for Defendants

APPROVED AS TO FORM:


DATED: March __, 2018 SHERNOFF BIDART ECHEVERRIA LLP

Travis M. Corby
Attorney for Plaintiffs

DATED: March __, 2018 CONSUMER WATCHDOG

Jerry Flanagan
Attorney for Plaintiffs

DATED: March 14, 2018 MORGAN LEWIS & BOCKIUS, LLP



Molly Moriarty Lane
Attorney for Defendants