SETTLEMENT AGREEMENT

dated as of

December 6, 2012

by and among

AETNA INC.

and

THE SETTLING PLAINTIFFS, BY AND THROUGH

CLASS COUNSEL
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Exhibit G  Form of Published Notice
SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of the date set forth on the signature pages hereto by and among the Company, and the Settling Plaintiffs (on behalf of themselves and each of the Settlement Class Members who have not validly and timely requested to Opt-Out of this Agreement), by and through their counsel of record in In re Aetna UCR Litigation, MDL Docket No. 2020 (the Settling Plaintiffs, the Settlement Class Members who have not validly and timely requested to Opt-Out of this Agreement, and the Company are herein collectively referred to as the “Parties”). The Parties intend this Agreement to resolve, discharge and settle the Released Claims, fully, finally and forever according to the terms and conditions set forth below.

WITNESSETH:

WHEREAS, on July 30, 2007, the Cooper v. Aetna Health Inc. PA action, Civil Action No. 07-3541, was initiated in the United States District Court for the District of New Jersey, and asserts claims on behalf of various classes;

WHEREAS, on April 8, 2009, the Judicial Panel on Multidistrict Litigation issued an order consolidating the Cooper action with Weintraub v. Ingenix, Inc., Case No. 2:09-cv-2027, which had been filed in the District of Connecticut, under MDL No. 2020 in the District of New Jersey;

WHEREAS, on June 15, 2009, Seney v. Aetna Health Inc. PA, Civil Action No. 09-468, Am. Med. Ass’n v. Aetna Health Inc. PA, Civil Action No. 09-579; Tisko v. Aetna Health Inc. PA, Case No. 09-1577; Abraham I. Kozma, P.A. v. Aetna Health Inc. PA, Civil Action No. 09-1972, were consolidated as part of MDL No. 2020;

WHEREAS, various cases were added to MDL 2020 as tag-along actions, including North Peninsula Surgical Center, L.P. v. Aetna Life Insurance Co., Civil Action No. 07-3972;
American Surgical Assistants, Inc. v. Aetna Health Inc. PA, Civil Action No. 09-4042; Spinal Imaging, Inc. v. Aetna Health Management, LLC, MA/1:09-cv-11873; Silver v. Aetna Health Inc. PA, Civil Action No. 10-143; Ohai v. Aetna Life Insurance Co., Civil Action No. 09-2791; Goel v. Aetna Life Insurance Co., Civil Action No. 11-2092; and Orthopedic Specialists of S. Cal. v. Aetna Life Insurance Co., Civil Action No. 11-2470;

WHEREAS, plaintiffs in MDL 2020 filed a Second Joint Consolidated Amended Class Action Complaint (“Complaint”), which the Company moved to dismiss;

WHEREAS, plaintiffs filed motions to certify both subscriber and provider classes and the Company filed oppositions to the motions to certify;

WHEREAS, the plaintiffs in MDL 2020 challenge, among other things, the way the Company determines reimbursement amounts for Covered Services or Supplies provided by out-of-network providers, out-of-network provider groups, and out-of-network facilities. Plaintiffs in MDL 2020 claim, among other things, that the Company provided inadequate reimbursement to subscribers or their providers for out-of-network Covered Services or Supplies through the use of the Ingenix Databases, as well as other reimbursement methodologies and out-of-network reimbursement policies;

WHEREAS, the Company denies the material factual allegations and legal claims asserted in MDL 2020 and has numerous defenses to the claims that the Company believes are meritorious. Nonetheless, the Company has a desire to further improve its relationships with members of the Settlement Class and concludes that further litigation would be protracted and expensive, and that it is desirable that the Released Claims, including all claims asserted by the Settling Plaintiffs in the Complaint, be fully and finally settled in the matter and upon the terms and conditions set forth in this Agreement;
WHEREAS, Settling Plaintiffs and Class Counsel believe that the claims asserted in the
Complaint have merit, but Settling Plaintiffs and Class Counsel recognize and acknowledge the
expense and length of continued proceedings that would be necessary to prosecute these claims
through trial and appeals;

WHEREAS, Settling Plaintiffs and Class Counsel also have taken into account the
uncertain outcome and the risk of any class action, especially in complex actions such as this
one, as well as the difficulties and delays inherent in such actions, and Settling Plaintiffs and
Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits
upon the Settlement Class Members;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
Settling Plaintiffs (for themselves and all Settlement Class Members who have not validly and
timely requested to Opt-Out of this Agreement), by and through Class Counsel, and the
Company, that, subject to the approval of the Court, the Actions and the Released Claims shall
be finally and fully resolved, compromised, discharged and settled under the following terms and
conditions:

1. **Definitions**

   As used in this Agreement, the following terms have the meanings specified below:

   1.1 “**Actions**” means *In re Aetna UCR Litigation*, MDL No. 2020, *Cooper v. Aetna
   Health Inc., et al.*, Master File No. 07-3541, including all individual tag-along actions and other
cases that were consolidated for pre-trial purposes as part of this multi-district proceeding.

   1.2 “**Affiliate**” means with respect to any Person, any other Person controlling,
   controlled by or under common control with such first Person. The term “control” (including
   without limitation, with correlative meaning, the terms “controlled by” “under common control
   with”), as used with respect to any Person, means the possession, directly or indirectly, of the
power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

1.3 “Agreement” shall have the meaning assigned to that term in the preamble of this Agreement.

1.4 “Allowed Amount” means the amount determined by the Company pursuant to the Plan Member’s health plan to be eligible for reimbursement for a Plan Member’s Covered Services or Supplies billed by a provider, before the application of co-insurance, deductibles, and coordination of benefits for coverage under another Plan.

1.5 “Assignment” means a patient’s election to allow his or her Plan to remit payment directly to a provider.

1.6 “Attorneys’ Fees” means the funds for attorneys’ fees and expenses that may be awarded by the Court to Settlement Class Counsel.

1.7 “Balance Bill” means a written bill, invoice, or other demand for payment from a provider or provider’s representative seeking payment from a Plan Member for the difference between a provider’s billed charge and the Company’s Allowed Amount for a Covered Service or Supply. A Balance Bill does not include a bill for any other amounts, such as Denied Claims, co-insurance, deductibles, and coordination of benefits. Under this Agreement, a Balance Bill includes any written bill for this amount regardless of when or how it is presented to the Plan Member, including a bill for the entire billed charge that the provider presented to the Plan Member in person at the time of the Covered Service or Supply, as well as a bill that the provider sent to the Plan Member by mail or other means after reimbursement of the Allowed Amount for the Covered Service or Supply by Company.
1.8 "Business Day" means any day on which commercial banks are open for business in New York City.

1.9 "Claim Submission Deadline" shall have the meaning assigned to that term in Section 9.4 of this Agreement.

1.10 "Class Counsel" means those Persons set forth on Exhibit C attached hereto. “Settlement Class Counsel” means James E. Cecchi.

1.11 "Company" means Aetna Inc. and each of its current and former Subsidiaries, Affiliates, predecessors, and successors, including but not limited to all of the Aetna entities named as defendants in the Actions. “Company” does not include Coventry Health Care, Inc.

1.12 "Complaint" means the Second Joint Consolidated Amended Class Action Complaint in MDL 2020.

1.13 "Court" means the United States District Court for the District of New Jersey.

1.14 "Covered Services or Supplies" means those health care services and supplies for which a Plan Member is entitled to receive coverage under the terms and conditions of his or her Plan.

1.15 "Day" means a calendar day, unless otherwise noted herein. When a period is stated in days, the period is calculated by excluding the day of the event that triggers the period and counting every subsequent day. The last day of the period is included, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.16 "Denied Claim" means any claim line for which the Allowed Amount equaled $0. Without limitation of the foregoing, and by way of example only, if a provider’s request for reimbursement from the Company reflects several CPT codes or services that the Company
“bundles” in connection with reimbursement – e.g., a particular CPT code or service is not reimbursed separately because it is deemed by the Company to be incidental to or included in another service that the Company reimburses – the CPT code or service that is not reimbursed separately by the Company is considered a Denied Claim.

1.17 “Effective Date” shall have the meaning assigned to that term in Section 15.3 of this Agreement.

1.18 “Execution Date” means the later of (i) the date on which the signature of the Company has been delivered to Settlement Class Counsel; and (ii) the date on which the signatures of Class Counsel have been delivered to the Company.

1.19 “Final Order and Judgment” means the order and form of judgment approving this Agreement and dismissing the Company with prejudice, in each case included in the Actions in the form attached hereto as Exhibit E.

1.20 “Ingenix Databases” means the Prevailing Healthcare Charges System Database (“PHCS”) and/or the MDR Payment System, including all releases and modules of these databases.

1.21 “Mailed Notice” means the form of notice attached hereto as Exhibit F.

1.22 “Notice Date” shall have the meaning assigned to that term in Section 5.1 of this Agreement.

1.23 “Opt-Out” shall have the meaning assigned to that term in Section 7.2 of this Agreement.

1.24 “Opt-Out Deadline” shall have the meaning assigned to that term in Section 7.2 of this Agreement.
1.25 **“Out-of-Network Facility”** means any facility which has provided Covered Services or Supplies to Plan Members that did not have a valid written contract with the Company to provide Covered Services or Supplies to Plan Members when the facility provided those Covered Services or Supplies. Without limiting the foregoing, “facility” includes any and all hospitals, ambulatory surgery centers, and skilled nursing facilities, subject to the limitation set forth in Section 1.27 below.

1.26 **“Out-Of-Network Health Care Provider”** (or **“Non-Participating Health Care Provider”**) means any health care provider who did not have a valid written contract with the Company to provide Covered Services or Supplies to Plan Members when the health care provider provided Covered Services or Supplies to a Plan Member. For each Provider Class Member and Provider Class Representative, the Released Claims only include claims that arose while each of those Provider Class Members and Provider Class Representatives was an “Out-Of-Network Health Care Provider” (or “Non-Participating Health Care Provider”) or an “Out-Of-Network Health Care Provider Group” (or “Non-Participating Health Care Provider Group”). Without limiting the foregoing, “provider” includes any and all of the following: physician, podiatrist, chiropractor, orthodontist, psychologist, psychiatrist, physical or occupational therapist, acupuncturist, laboratory technician, optometrist, social worker, physician assistant, nurse, midwife, nurse practitioner, nurse anesthetist, nutritionist, orthotist, prosthethist, audiologist, dentist, dental hygienist, oral surgeon, counselor, therapist, durable medical equipment provider, laboratory, pharmacist, pharmacy, respiratory therapist, surgical assistant, speech or hearing specialist, or speech pathologist.

1.27 **“Out-Of-Network Health Care Provider Group”** (or **“Non-Participating Health Care Provider Group”**) means a corporation, partnership, or other distinct legal entity
that did not have a valid written contract with the Company to provide Covered Services or Supplies to Plan Members when it provided or billed for Covered Services or Supplies to a Plan Member. An Out-Of-Network Facility shall also be considered an Out-Of-Network Health Care Provider Group under this Agreement, but only to the extent that: (a) the bills were submitted by the Out-Of-Network Facility for Covered Services or Supplies provided by an Out-Of-Network Health Care Provider; or (b) (i) the Allowed Amount for the Out-of-Network Facility’s fees or charges for specific Covered Services or Supplies was based on the Ingenix Databases and (ii) those Covered Services or Supplies were provided to a Plan Member whose Plan was sitused or based in the State of New Jersey.

1.28 “Partially Allowed Claim” means any claim line for a Covered Service or Supply provided to a Plan Member that is not a Denied Claim and for which the Allowed Amount is less than the amount billed by the provider. Partially Allowed Claims must relate to services provided to a Plan Member by an Out-Of-Network Provider or an Out-Of-Network Provider Group.

1.29 “Parties” shall have the meaning assigned to that term in the preamble of this Agreement.

1.30 “Person” and “Persons” means all persons and entities (including without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, governments, political subdivisions, governmental agencies and authorities, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).
1.31 “Plan” means a Plan Member’s health care benefits as set forth in the Plan Member’s summary plan description, certificate of coverage or other applicable coverage document.

1.32 “Plan Member” means an individual enrolled in or covered by a Plan insured or administered by the Company.

1.33 “Preliminary Approval Date” means the date the Preliminary Approval Order is entered by the Court.

1.34 “Preliminary Approval Hearing” shall have the meaning assigned to that term in Section 4 of this Agreement.

1.35 “Preliminary Approval Order” means the preliminary approval order, in substantially the form attached hereto as Exhibit D.

1.36 “Proof of Claim Form” means a document in substantially the form attached hereto as Exhibits A and B.

1.37 “Provider Class Members” means Persons who, at any time from June 3, 2003 through the Preliminary Approval Date, (i) were Out-of-Network Health Care Providers or Out-of-Network Health Care Provider Groups; (ii) provided Covered Services or Supplies to Plan Members; and (iii) whose resulting claims for reimbursement included Partially Allowed Claims.

1.38 “Provider Prove-Up Claim” shall have the meaning assigned to that term in Section 10.2 of this Agreement.

1.39 “Provider Prove-Up Fund” shall have the meaning assigned to that term in Section 10.2 of this Agreement.

1.40 “Published Notice” means the form of notice in substantially the form attached hereto as Exhibit G.
1.41 “Released Persons” means: (a) the Company and each of its present and former parents, present and former Subsidiaries, present and former divisions and Affiliates and each of their respective current or former officers, directors, employees, and attorneys (and the predecessors, heirs, executors, administrators, legal representatives, successors and assigns of each of the foregoing); (b) any third-party administrators or other third parties contracted to provide services or products to the Company in connection with the processing of Released Claims or the administration of any Plan under which reimbursement for Released Claims was sought; and (c) any third-party health benefit plans or their plan sponsors (including, without limitation, any self-funded plans and any employers sponsoring them), whether sponsored by employers or other organizations, for which benefits were insured or administered by the Company. Notwithstanding the above, “Released Persons” does not include Ingenix or United Healthcare Company.

1.42 “Released Claims” means any and all manner of claims, actions, causes of action, arbitrations, damages, debts, demands, duties, judgments, liabilities, losses, obligations, penalties, liquidated damages, proceedings, agreements, promises, controversies, costs, expenses, attorneys’ fees, and suits of every nature and description whatsoever, whether based on federal, state, provincial, local, foreign, statutory, or common law or any other law, rule, or regulation, in the United States, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, known or unknown, foreseen or unforeseen, whether class or individual in nature, that each Settling Plaintiff and each Settlement Class Member, or any of them, have now or ever had against any Released Person that have been or could have been asserted by Settling Plaintiffs or Settlement Class Members, directly or derivatively, in the Actions, or any other forum, through and including the date of the entry of the Preliminary
Approval Order, and based on, or in any way relating to the conduct, events, facts, transactions, occurrences, acts, representations, omissions, or other matters set forth, alleged, embraced, or otherwise referred to or alleged in the Complaint up to and including the date of the entry of the Preliminary Approval Order. Released Claims include, without limitation of the foregoing, any claims by Releasors challenging use of the Ingenix Databases, a percentage of Medicare, Fair Health, Inc., Average Wholesale Price (“AWP”), adjustments for assistant surgeon charges, adjustments for co-surgeon charges, adjustments based on multiple surgical procedures, and behavioral health tiering policies. For each Provider Class Member and Provider Representative Plaintiff, the Released Claims only include claims related to services provided by those Provider Class Members and Provider Representative Plaintiffs when they were an “Out-Of-Network Health Care Provider” (or “Non-Participating Health Care Provider”) or an “Out-Of-Network Health Care Provider Group” (or “Non-Participating Health Care Provider Group”), and does not include any claims arising under or relating to the terms of any contract an Out-of-Network Health Care Provider or Out-of-Network Health Care Provider Group had with a rental network.

1.43 “Releasors” shall have the meaning assigned to that term in Section 13.1 of this Agreement.

1.44 “Representative Plaintiffs” means: John Seney, Jeffrey M. Weintraub, Alan John Silver, Dr. Alan B. Schorr, M.D., Dr. Frank G. Tonrey, M.D., Dr. Carmen M. Kavali, M.D., and Brian Mullins, M.S., P.T.

1.45 “Settlement Administrator” shall have the meaning assigned to that term in Section 12.1 of this Agreement.
1.46 “Settlement Classes” means, collectively, the Subscriber Class Members and the Provider Class Members, and “Settlement Class Members” includes Subscriber Class Members and Provider Class Members.

1.47 “Settlement Hearing” means the hearing at which the Court shall consider and determine whether to enter the Final Order and Judgment and make such other orders as are contemplated by this Agreement.

1.48 “Settlement Hearing Date” shall have the meaning assigned to that term in Section 7.4 of this Agreement.

1.49 “Settling Plaintiffs” means the Representative Plaintiffs.

1.50 “Subscriber Class Members” means Persons who, at any time from March 1, 2001 through the Preliminary Approval Date, (i) were Plan Members; (ii) received a Covered Service or Supply from an Out-of-Network Health Care Provider or Out-of-Network Health Care Provider Group; and (iii) whose resulting claims for reimbursement included Partially Allowed Claims.

1.51 “Subscriber Prove-Up Claims” shall have the meaning assigned to that term in Section 10.1 of this Agreement.

1.52 “Subscriber Prove-Up Fund” shall have the meaning assigned to that term in Section 10.1 of this Agreement.

1.53 “Subsidiary” means any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are, as of the Effective Date, directly or indirectly owned by Aetna Inc.
1.54 “Total Settlement Amount” means $120 million, representing the maximum recovery of the Settlement Class Members from the General Settlement Fund, the Subscriber Prove-Up Fund, and the Provider Prove-Up Fund.

2. The Actions and Class Covered by This Agreement

This Agreement sets forth the terms of a settlement agreement with respect to the Actions between the Company, Settling Plaintiffs, and all Settlement Class Members who have not validly and timely requested to Opt-Out of this Agreement.

2.1 Excluded Individuals and Entities

Excluded from the Settlement Class are: (1) The Company and its affiliates, assignees, and successors-in-interest, and their officers, directors, and employees; (2) Any Judge who presides or has presided over the Actions, together with his/her immediate family members and any other individual residing in the Judge’s household; (3) Individuals and entities that opt-out of the Settlement in accordance with the procedures approved by the Court; and (4) the United States and/or State governments and their agencies and departments.

3. Commitment to Support and Communications with Settlement Class Members

The Parties agree that it is in their best interests to: (i) consummate this Agreement and all the terms and conditions contained herein; (ii) cooperate with each other; (iii) 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; and (iv) support this Agreement in accordance with, and subject to, the provisions of this Agreement.

Class Counsel and Settling Plaintiffs will provide truthful information to class members but will take no steps to discourage Settlement Class Members from participating in this Agreement or encourage them to Opt-Out pursuant to Section 7.2 of this Agreement.
Settling Plaintiffs, Class Counsel and the Company agree that the Company may communicate with Settlement Class Members regarding the provisions of this Agreement, so long as such communications are not inconsistent with the Mailed Notice or other agreed upon communications concerning the Agreement. The Parties agree that from the Notice Date until the Effective Date, the Company shall make reasonable efforts to refer all Settlement Class Member inquiries concerning the Settlement to the Settlement Administrator identified in the Mailed Notice and Published Notice. Nothing contained herein, however, shall prevent the Company from communicating with Settlement Class Members in the ordinary course of the Company’s business.

4. Preliminary Approval of Settlement

The hearing in which the Court considers and determines whether to enter the Preliminary Approval Order and approve the Mailed Notice, the Published Notice and the Proof of Claim Form shall be referred to as the “Preliminary Approval Hearing.” The Parties agree to request the Court to set the date for the Preliminary Approval Hearing at its earliest convenience.

The Parties shall jointly submit the documents attached hereto as Exhibits A-G to the Court, which, among other things, ask the Court to:

(a) Conditionally certify the Settlement Classes (solely for the purpose of certifying the Settlement Classes for settlement, Company agrees not to present or pursue any of their individualized defenses to the claims in any of the complaints Settling Plaintiffs filed in the Actions);

(b) Find that Settling Plaintiffs who are Representative Plaintiffs as set forth in the Preliminary Approval Order fairly and adequately represent the interests of the
Settlement Class and have claims typical of Settlement Class Members and provisionally designate them as representatives for the Settlement Class (solely for the purpose of certifying the Settlement Class for settlement, Company agrees not to present or pursue any of their individualized defenses to the claims in any of the complaints Settling Plaintiffs filed in the Actions);

(c) Find preliminarily that Class Counsel fairly and adequately represent the interests of the Settlement Class, and provisionally designate Class Counsel;

(d) Find that the terms of the settlement contemplated by this Agreement fall within the range of possible approval, and therefore order that the Agreement be preliminarily approved;

(e) Schedule a Final Settlement Hearing to determine the fairness of the Agreement;

(f) Approve the Mailed Notice and the Published Notice, which the Parties agree is appropriate settlement notice and is reasonably calculated to apprise Settlement Class Members of the pendency of the Action, the Agreement, and their rights under the Agreement;

(g) Direct the Parties to designate a Settlement Administrator to the Court pursuant to Section 12 of the Agreement, within 14 days of Preliminary Approval, and direct that the Settlement Administrator perform the functions described in this Agreement;

(h) Direct Class Counsel through the Settlement Administrator to mail, via first class postage, to the last-known address of all Settling Plaintiffs and Settlement Class Members, the Mailed Notice within one hundred twenty (120) days of the Preliminary Approval Date;
(i) Direct Class Counsel through the Settlement Administrator to publish the Published Notice no more than three (3) times in the legal notices section in USA Today, and/or other media as directed by Class Counsel, within thirty (30) days of the Notice Date and approve the process by which all reasonable costs and expenses associated with disseminating the Mailed Notice or the Published Notice shall be credited against and paid solely from the General Settlement Fund; and

(j) Enter an order to the effect that should any Person desire any discovery incident to (or which the Person contends is necessary to) the approval of this Agreement, the Person must first obtain an order from the Court that permits such discovery.

5. Notice to Settlement Class Members; Notice to Parties Pursuant to This Agreement

5.1 Notice to Settlement Class Members

After the Court has entered the Preliminary Approval Order and approved the Mailed Notice, the Published Notice and the Proof of Claim Form, notice to Settlement Class Members shall be disseminated in such form as the Court shall direct; provided that the forms of notice are substantially similar to the Mailed Notice and the Published Notice. A copy of the Proof of Claim Form shall be included with the Mailed Notice.

Class Counsel and the Company shall be jointly responsible for identifying names and addresses of Settlement Class Members and shall cooperate with each other and the Settlement Administrator to make such identifications and determinations. The Company shall take reasonable steps to provide from its own records, at its own expense, information from which a list of potential Settlement Class Members can be identified for the Mailed Notice.
The Parties will jointly request an order requiring that the Mailed Notice and the Published Notice be disseminated no later than 120 days after the Preliminary Approval Date (the “Notice Date”).

5.2 Notice to Parties Pursuant to This Agreement

All notices to Settlement Class Members and the Company required under this Agreement shall be sent by first class U.S. Mail, by hand delivery, by facsimile, or by electronic mail, to the recipients designated in this Agreement. Timeliness of all submissions and notices not otherwise specifically addressed in this Agreement shall be measured by the date of receipt, unless the addressee refuses or delays receipt. By way of example of specific timeliness requirements that supersede the standard set forth in the preceding sentence, timeliness of Mailed Notice or Published Notice shall be determined by compliance with the Notice Date and the procedures related to the mailing of the Mailed Notice or the publication of the Published Notice.

The Persons designated to receive notices (other than Mailed Notice or Published Notice of this Agreement) under this Agreement are as follows, unless notification of any change to such designation is given to Class Counsel and the Company pursuant to this Section:

Class Counsel (on behalf of themselves and on behalf of Settling Plaintiffs and Settlement Class Members):

Settlement Class Counsel

James E. Cecchi
Lindsey Taylor
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO
5 Becker Farm Road
Roseland, New Jersey 07068
Telephone: (973) 994-1700
Fax: (973) 994-1744
e-mail: jcecchi@carellabyrne.com

Provider Class Counsel:
D. Brian Hufford  
Robert J. Axelrod  
POMERANTZ GROSSMAN HUFFORD DAHLSTROM & GROSS LLP  
600 Third Avenue  
New York, New York 10016  
Telephone: (212) 661-1100  
Fax: (212) 661-1373  
email: dbhufford@pomlaw.com; rjaxelrod@pomlaw.com  
Executive Committee Chair

Edith M. Kallas  
Joe R. Whatley, Jr.  
WHATLEY KALLAS, LLC  
380 Madison Avenue, 23rd Floor  
New York, NY 10017  
Telephone: (212) 447-7060  
Fax: (800) 922-4851  
email: ekallas@whatleykallas.com; jwhatley@whatleykallas.com

Andrew S. Friedman  
BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.  
2901 N. Central Avenue, Suite #1000  
Phoenix, AZ 85012  
Phone: (602) 274-1100  
Fax: (602) 274-1199  
email: afriedman@bffb.com

Christopher P. Ridout  
RIDOUT & LYON LLP  
555 East Ocean Boulevard, Suite 500  
Long Beach, California 90802  
Phone: (562) 216-7380  
Fax: (562) 216-7385  
email: c.rideout@rideoutlyonlaw.com

Subscriber Class Counsel:

Stephen A. Weiss  
Diogenes P. Kekatos  
SEEGER WEISS LLP  
77 Water Street, 26th Floor  
New York, New York 10005  
Telephone: (212) 584-0700  
Fax: (212) 584-0799  
email: sweiss@seegerweiss.com
David R. Scott  
Christopher M. Burke  
Joseph P. Guglielmo  
SCOTT + SCOTT LLP  
405 Lexington Ave, 40th Floor  
New York, New York 10010  
Telephone: (212) 223-6444  
Fax: (212) 223-6334  
email: jguglielmo@scott-scott.com

Raymond R. Boucher  
KIESEL BOUCHER LARSON  
8648 Wilshire Blvd.  
Beverly Hills, California 90211  
(310) 854-4444  
boucher@kbla.com

H. Tim Hoffman  
Hoffman & Lazear  
180 Grand Avenue, Suite 1550  
Oakland, California 94612  
510-763-5700  
hth@hoffmanandlazear.com

**Company:**

Office of the General Counsel  
Aetna Inc.  
151 Farmington Avenue  
Hartford, Connecticut 06156  
Telephone: 860-273-0123  
Facsimile: 860-273-8340
With a copy to:

Richard J. Doren  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA 90071  
Telephone: 213-229-7038  
Facsimile: 213-229-6038  
e-mail: rdoren@gibsondunn.com

6. **Effect of Denial of Motion for Preliminary Approval**

Other than to effectuate this Agreement, the Parties do not agree to the conditional certification of the Settlement Classes, the provisional designation of Class Counsel, or the provisional designation of Representative Plaintiffs as representatives of the Settlement Classes for any purpose. If this Agreement is terminated pursuant to its terms, or if the Effective Date does not occur for any reason, then the conditional certification of the Settlement Classes and the provisional designation of Representative Plaintiffs and Class Counsel shall be automatically vacated, and the Actions shall proceed as though the Settlement Classes had never been conditionally certified and as though the provisional designations of Representative Plaintiffs and Class Counsel had not been made, without prejudice to Representative Plaintiffs’ right to file a motion to certify a class or classes and to seek appointment of class representatives and class counsel, and without prejudice to the Company’s right to assert any and all defenses to class certification, including, but not limited to, the propriety of a class or classes and/or the substantive allegations asserted by Representative Plaintiffs and the putative class or classes. This provision survives termination of this Agreement.

7. **Procedure for Final Approval, Limited Waiver**

7.1 **Objection Rights and Timing**

Settlement Class Members shall have until the Objection Date to file, in the manner specified in the Mailed Notice, any objection or other response to this Agreement. When
seeking Preliminary Approval of this Agreement, the Parties agree to request the Court to set the Objection Date 60 days after the Notice Date.

7.2 Opt-Out Rights and Timing

The Settlement Class Members may request exclusion from the Settlement Classes ("Opt-Out") by providing written notice, in the manner specified in the Published Notice and Mailed Notice, on or before a date set by the Court as the Opt-Out Deadline. Representative Plaintiffs, Class Counsel and the Company agree to request the Court to set the Opt-Out Deadline for the date that is 60 Days after the Notice Date (the "Opt-Out Deadline").

Settlement Class Members who so timely request to Opt-Out shall be excluded from this Agreement and from the Settlement Classes. Any Settlement Class Member who does not submit a request to Opt-Out by the Opt-Out Deadline or who does not otherwise comply with the agreed upon Opt-Out procedure approved by the Court shall be bound by the terms of this Agreement and the Final Order and Judgment. Out-Of-Network Health Care Provider Groups, as distinct legal entities, and their individual Out-Of-Network Health Care Provider members, partners, shareholders, owners, or employees, must separately request exclusion from the Settlement Classes in order to Opt-Out. Requests for exclusion by Out-Of-Network Health Care Provider Groups, as distinct legal entities, must be signed by individuals who attest that they have the authority to bind the Out-Of-Network Health Care Provider Group.

Any Settlement Class Member who files both an Objection and a request to Opt-Out shall be deemed to have opted-out.

Any Settlement Class Member who timely submits a request to Opt-Out shall have until the Settlement Hearing to deliver to Class Counsel and the Settlement Administrator a written
revocation of such Settlement Class Member’s request to Opt-Out. Class Counsel shall timely apprise the Court of such revocations.

7.3 Company’s Right to Terminate Agreement Based on Opt-Outs

Notwithstanding any other provisions in this Agreement, after reviewing said list and/or copies of Opt-Out requests and revocations, the Company reserves the right, in its sole and absolute discretion, to terminate this Agreement by delivering a notice of termination to Class Counsel, with a copy to the Court, prior to the commencement of the Settlement Hearing, if the Company determines that Opt-Out requests have been filed (i) relating to more than two percent (2%) of the Subscriber Class Members who were mailed the Mailed Notice; (ii) relating to more than one percent (1%) of the Provider Class Members who were mailed the Mailed Notice; or (iii) if the aggregate difference between charges billed for Covered Services or Supplies from Out-Of-Network Health Care Providers or to Subscriber Class Members who were mailed the Mailed Notice and submitted Opt-Out requests, and the corresponding Allowed Amount for those Covered Services or Supplies exceeds $20 million.

This Agreement shall terminate pursuant to this Section 7.3 upon Company’s delivery of a notice of termination to Class Counsel (the “Termination Date”). Effective on the Termination Date, and except where expressly provided otherwise, the provisions of this Agreement shall thereafter become void and of no further force and effect and there shall be no liability under this Agreement on the part of any Party, except as to a claim for breach of this Agreement brought before the Termination Date.

7.4 Setting the Settlement Hearing Date and Settlement Hearing Proceedings

The Parties agree to request the Court to hold the Settlement Hearing on or about the date that is 75 days after the Notice Date (the “Settlement Hearing Date”) and to work together to
identify and submit any evidence that may be required by the Court to satisfy the burden of proof for obtaining final approval of this Agreement and the orders of the Court that are necessary to effectuate the provisions of this Agreement, including, without limitation, the Final Order and Judgment and the provisions contained therein. At the Settlement Hearing, the Parties shall present evidence necessary and appropriate to obtain the Court’s approval of this Agreement, the Final Order and Judgment and the orders contained therein and shall meet and confer prior to the Settlement Hearing to coordinate their presentation to the Court in support of Court approval thereof.

8. **Overview of the Total Settlement Amount**

The Total Settlement Amount is divided into three financial components (collectively, the “**Settlement Funds**”). The first is a General Settlement Fund against which both Provider Class Members and Subscriber Class Members can make claims for a pre-determined reimbursement amount. The General Settlement Fund shall also be the exclusive source for payment of any and all expenses incurred in administering this Settlement, as well as any incentive payments to Representative Plaintiffs, Attorneys’ Fees and costs awarded by the Court. The second is a Subscriber Prove-Up Fund from which Subscriber Class Members can seek compensation related to individual Covered Services or Supplies that they received from an Out-of-Network Health Care Provider or Out-of-Network Provider Group and for which they received reimbursement based on an Allowed Amount that was less than the billed charge from March 1, 2001 to the Preliminary Approval Date. The third is a Provider Prove-Up Fund from which Provider Class Members can seek compensation related to individual Covered Services or Supplies which they provided to Plan Members and for which they received reimbursement based on a Partially Allowed Claim from June 3, 2003 to the Preliminary Approval Date.
9. **General Settlement Fund**

9.1 **Nature and Establishment of General Settlement Fund**

By no later than twenty-one (21) Business Days after the Effective Date, the Company shall cause to be delivered to an Escrow Account established by Settlement Class Counsel at a bank selected by Settlement Class Counsel and agreed to by the Company, the amount of $60 million (the “General Settlement Fund”). Reasonable costs incurred by the Settlement Administrator prior to the Effective Date shall be advanced by Aetna and deducted from the Company’s $60 million funding obligation for the General Settlement Fund following the Effective Date. All eligible Settlement Class Members are entitled to seek a payment from the General Settlement Fund based on the number of years during the relevant class period that they received or provided a Covered Service or Supply for which the Allowed Amount was less than the billed charge, without the need to submit supporting documentation for individual claims.

The escrow account shall be governed by the terms of an escrow agreement to be entered into between Settlement Class Counsel and the bank selected by Settlement Class Counsel and approved by the Company (the “Escrow Account”). Such payment shall be treated as a payment to a Qualified or Designated Settlement Fund under I.R.C. § 468B and the regulations or proposed regulations promulgated thereunder (including without limitation Treasury Reg. § 1.468B-1-5 or any successor regulation).

9.2 **Attorneys’ Fees, Costs of Notice and Administration of Settlement Shall be Paid from the General Settlement Fund**

Any Attorneys’ Fees awarded or costs reimbursed to Settlement Class Counsel in this matter, as well as any incentive payments to Representative Plaintiffs and all costs of notice and administration of this Agreement, including without limitation all fees and costs of the
Settlement Administrator, shall be paid exclusively out of the General Settlement Fund before the General Settlement Fund is used to reimburse Settlement Class Members. In no event shall the Company bear any responsibility for any such fees, payments, costs or expenses beyond the establishment of the General Settlement Fund, nor shall the Company’s payments to the General Settlement Fund in any event exceed a total of $60 million.

9.3 Settlement Class Member Eligibility for Payment from General Settlement Fund

Any Settlement Class Member may elect to participate in the General Settlement Fund. Each Settlement Class Member who makes this election must submit a claim form to the Settlement Administrator using the Proof of Claim Forms attached as Exhibits A and B hereto and in accordance with the instructions included in the Notice to have a right to payment from the General Settlement Fund.

9.4 Timing of Submissions for Payments from General Settlement Fund

A Settlement Class Member who elects to make a claim for reimbursement from the General Settlement Fund, must submit a completed Proof of Claim Form postmarked within 90 days of the Notice Date (the “Claim Submission Deadline”).

9.5 Amounts to be Paid to Settlement Class Members from the General Settlement Fund

Each Settlement Class Member who submits a timely and complete Proof of Claim Form for reimbursement from the General Settlement Fund is eligible to receive a payment based on a per-year calculation, as follows: (a) each Subscriber Class Member will receive a maximum payment of $40, subject to pro rata reduction described below, for each calendar year or portion of calendar year during the period March 1, 2001 to the Preliminary Approval Date that he or she was a Plan Member and received Covered Services or Supplies from an Out-of-Network
Provider, or Out-of-Network Provider Group, which resulted in a Partially Allowed Claim; and
(b) each Provider Class Member will receive a maximum payment of $40 for each calendar year
or portion of calendar year during the period June 3, 2003 to the Preliminary Approval Date in
which the Provider Class Member was an Out-of-Network Provider or Out-of-Network Provider
Group and provided and billed Aetna for Covered Services or Supplies to a Plan Member which
resulted in a Partially Allowed Claim. For example, a Subscriber Class Member who certifies in
the Proof of Claim Form that he was a Plan Member and received Covered Services or Supplies
from an Out-of-Network Provider or Out-of-Network Provider Group for which the Allowed
Amount was less than the billed charges in 2001, 2004, and 2007 would be entitled to a
maximum payment of $120, subject to any pro rata reduction as described below.

For all Settlement Class Members entitled to receive a payment from the General
Settlement Fund, in the event the value of the claims and other expenses and fees to be paid from
the General Settlement Fund is large enough that the maximum payment cannot be made to each
Settlement Class Member who submits a timely and complete Proof of Claim Form, the General
Settlement Fund shall be distributed on a pro rata basis, after subtraction of all settlement
administration costs, Attorneys’ Fees, incentive payments to Representative Plaintiffs, and all
other costs and any other appropriate adjustments. The balance of the General Settlement Fund
shall be allocated to Settlement Class Members who have submitted a timely and complete Proof
of Claim Form based on a division of the General Settlement Fund by the total number of
eligible years for which claims have been submitted.

The Settlement Administrator shall determine the total number of Settlement Class
Members filing a timely and complete Proof of Claim Form against the General Settlement Fund
and shall calculate the payment amounts to be made from the General Settlement Fund.
9.6 General Settlement Fund As Exclusive Remedy

Any Settlement Class Member who elects to submit a claim for payment from the General Settlement Fund has waived any rights to, and is ineligible for payments from, either the Subscriber Prove-Up Fund or the Provider Prove-Up Fund.

9.7 Treatment of any Remainder in General Settlement Fund

In the event that the General Settlement Fund is not exhausted after the payment of all fees, expenses and claims for reimbursement described in this Section 9, any funds remaining in the General Settlement Fund shall be allocated to the two Prove-Up Funds that are described in Section 10 below and shall be subject to all of the provisions governing the Prove-Up Funds. Any remainder in the General Settlement Fund shall be allocated equally between the Provider Prove-Up Fund and the Subscriber Prove-Up Fund, unless one Prove-Up Fund is under-subscribed and the other is over-subscribed based on claim submissions, and in that case all of the remainder will be allocated to the over-subscribed Prove-Up Fund.

10. Prove-Up Funds

In addition to the General Settlement Fund, the Company will also make available funds for a Subscriber Prove-Up Fund and a Provider Prove-Up Fund, for a total pay-out from the combined Prove-Up Funds of up to $60 million, as described below. A Settlement Class Member can elect to submit a claim for reimbursement from the Prove-Up Funds in lieu of, but not in addition to, a claim for reimbursement from the General Settlement Fund. In the event that a Settlement Class Member submits a claim to both the General Settlement Fund and a Prove-Up Fund, that Settlement Class Member shall be deemed to have submitted a claim to the applicable Prove-Up Fund. The Company will retain any funds not allocated to either Prove-Up Fund after the payment of all timely and valid claims.
A Settlement Class Member who elects to make a claim for reimbursement from the Subscriber Prove-Up Fund or the Provider Prove-Up Fund must submit a completed Proof of Claim Form postmarked by the Claim Submission Deadline, as well as all required supporting documentation.

The Company shall take reasonable steps to make its medical claims records that were produced in discovery in the Actions (and such other records from its ACAS and HMO claim systems necessary to cover the Settlement Class periods covered by this Agreement) available to the Settlement Administrator to facilitate the processing of claims submitted against the Prove-Up Funds.

10.1 Subscriber Prove-Up Fund

Company shall make available up to $40 million (plus (i) any allocation of any remainder from the General Settlement Fund by operation of Section 9.7, and (ii) any allocation of any remainder from the Provider Prove-Up Fund by operation of Section 10.2(g)) for a “Subscriber Prove-Up Fund” to be paid to Subscriber Class Members who submit timely and valid claims for reimbursement from the Subscriber Prove-Up Fund as described in this Section 10.1 (“Subscriber Prove-Up Claims”). The $40 million available to pay Subscriber Prove-Up Claims will not be submitted to the Escrow Account established for the General Settlement Fund, but rather will remain unsegregated and in the possession of the Company until the Parties submit the Settlement Administrator’s final report to the Court as described in Section 12.5 below. At the time required under Section 12.5 below, the Company will transfer to the Escrow Account those amounts that are necessary to pay valid Subscriber Prove-Up Claims submitted by Subscriber Class Members, up to the amount made available to the Subscriber Prove-Up Fund as described in this Section 10.1.
For a Subscriber Class Member to be eligible for payment under the Subscriber Prove-Up Fund, the Subscriber Class Member must establish that he or she satisfies each element of this Section 10.1.

(a) Eligibility for the Subscriber Prove-Up Fund

Claims eligible for payment from the Subscriber Prove-Up Fund are Partially Allowed Claims for which the Subscriber Class Member received and paid a Balance Bill from March 1, 2001 to the Preliminary Approval Date, provided that (i) the Subscriber Class Member did not execute an Assignment of such claim(s) and (ii) the total Balance Bills the Subscriber Class Member actually paid for Covered Services or Supplies are equal to or exceed $200. Subscriber Class Members who assigned a claim for Covered Services or Supplies or did not pay a Balance Bill are not eligible for the Subscriber Prove-Up Fund. If claims are submitted by a Provider Class Member and a Subscriber Class Member on the same Partially Allowed Claims, and both claims are determined to have valid supporting documentation by the Settlement Administrator, only the Subscriber Class Member will receive payment on that Partially Allowed Claim and it will not be eligible for any payment from the Provider Prove-Up Fund nor will it be included in calculating whether the financial threshold for eligibility under Section 10.2(d) has been satisfied by a Provider Class Member.

(b) Required Proof of Claim Form

The Subscriber Class Member must submit a completed Proof of Claim Form, in the form attached as Exhibit A and signed under penalty of perjury, to the Settlement Administrator by the Claim Submission Deadline in order to be eligible to receive and to receive payment from the Subscriber Prove-Up Fund.
The Proof of Claim Form requires, among other things, identifying information about the Subscriber Class Member, an address to which payments may be sent, the name of the Plan, and the years that the Subscriber Class Member has been a Plan Member.

For each Partially Allowed Claim for which a Subscriber Class Member submits a completed Proof of Claim Form, the Subscriber Class Member must also provide the following information: a description of the Covered Service or Supply that was partially allowed by the Company; the date of service or purchase of the Covered Service or Supply; the name of the applicable Out-Of-Network Health Care Provider, or Out-Of-Network Health Care Provider Group; the name of the patient; the original billed amount from the Provider for the Covered Service or Supply; the Allowed Amount for that Covered Service or Supply; and the amount paid by the Subscriber Class Member in response to a Balance Bill received for the Partially Allowed Claim.

If a Subscriber Class Member executed an Assignment for a Covered Service or Supply, or did not receive and pay a Balance Bill, that Subscriber Class Member may not request payment from the Subscriber Prove-Up Fund for the claim that is subject to such Assignment or for which no Balance Bill was received and paid.

The Subscriber Class Member must attest under penalty of perjury that he or she has not executed an Assignment for any of the Partially Allowed Claims listed on the Proof of Claim Form. Subscriber Class Members must also attest under penalty of perjury that the information provided in the Proof of Claim Form is true and correct. If the Proof of Claim Form is not completed or does not reflect that a Partially Allowed Claim is eligible for reimbursement from the Subscriber Prove-Up Fund, the Subscriber Class Member will not be entitled to payment from the Subscriber Prove-Up Fund.
(c) **Supporting Documentation**

In addition to completing the Proof of Claim Form, to be eligible to receive payment from the Subscriber Prove-Up Fund, each Subscriber Class Member must also provide supporting documentation for each Partially Allowed Claim listed on the Proof of Claim Form. The required supporting documentation includes the following:

i. a copy of the Balance Bill for the Partially Allowed Claim(s) together with a credit card statement or cancelled check showing the Subscriber Class Member’s payment of the Balance Bill for the Partially Allowed Claim(s);

ii. a receipt showing payment of the Balance Bill(s) together with an “Explanation of Benefits” or other document showing the Company’s reimbursement for the Partially Allowed Claim(s); or

iii. the Out-of-Network Health Care Provider’s or Out-of-Network Health Care Provider Group’s business records showing the issuance and the Subscriber Class Member’s payment of a Balance Bill for a Partially Allowed Claim.

Documentation for outstanding bills for any amounts other than the difference between the Allowed Amount and the Billed Charge, such as a bill relating to Denied Claims, coinsurance, deductibles, or coordination of benefits, is not valid. If a Subscriber Class Member fails to provide the Settlement Administrator with the required supporting documentation for a particular Partially Allowed Claim, no payments shall be made from the Subscriber Prove-Up Fund with respect to that Partially Allowed Claim, nor will that Partially Allowed Claim be included in the calculation of the aggregate out-of-pocket payments required under Section 10.1(d).
(d) **Threshold**

The aggregate out-of-pocket payments for Balance Bills proven by a Subscriber Class Member in accordance with the foregoing provisions must be greater than $200 for a Subscriber Class Member’s claim to be eligible for any payments from the Subscriber Prove-Up Fund. Any submissions involving aggregate out-of-pocket payments by a Subscriber Class Member of $200 or less will be declared ineligible for reimbursement from the Subscriber Prove-Up Fund and no payment will be issued from the Subscriber Prove-Up Fund. Submissions to the Subscriber Prove-Up Fund that are declared ineligible will be considered for eligibility under the General Settlement Fund.

(e) **Calculation of Payments From The Subscriber Prove-Up Fund**

For each eligible and properly-documented Partially Allowed Claim submitted against the Subscriber Prove-Up Fund, as described above, the Settlement Administrator will make a payment to the Subscriber Class Member out of the Subscriber Prove-Up Fund. For Partially Allowed Claims that were reimbursed by the Company from March 1, 2001 to August 19, 2011, the Settlement Administrator will pay an amount equal to the lesser of (i) the Balance Bill paid by the Subscriber Class Member for that Covered Service or Supply or (ii) 5% of the Allowed Amount for that Partially Allowed Claim. For Partially Allowed Claims that were reimbursed by the Company from August 20, 2011 to the Preliminary Approval Date, the Settlement Administrator will pay an amount equal to the lesser of (i) the Balance Bill paid by the Subscriber Class Member or (ii) 3% of the Allowed Amount for that Partially Allowed Claim. In the event that reimbursement for all eligible claims for which valid Proof of Claim Forms and the required supporting documentation has been submitted would otherwise exceed the funds allocated to the Subscriber Prove-Up Fund, the reimbursement to be paid will be adjusted.
downward on a pro rata basis (i.e., each dollar that would otherwise have been paid based on the above calculation for all eligible Subscriber Prove-Up Claims will be reduced in a proportional amount across the entire population of eligible Subscriber Prove-Up Claims).

(f) Subscriber Prove-Up Fund As Exclusive Remedy

Any Subscriber Class Member who elects to submit any claim for payment from the Subscriber Prove-Up Fund has waived any rights to and is ineligible for payments from the General Settlement Fund, except that claims against the Subscriber Prove-Up Fund that are ineligible in their entirety may be considered for eligibility under the General Settlement Fund.

(g) Treatment of Any Remaining Balance

In the event that the Subscriber Prove-Up Fund is not exhausted after all claims have been paid under the methodology described in Section 10.1(e), and if the eligible claims submitted to the Provider Prove-Up Fund exceed the amount allocated to it described in Section 10.2, an amount equal to the lesser of (i) such excess or (ii) $5 million of such remainder in the Subscriber Prove-Up Fund will be credited to the Provider Prove-Up Fund. Subject to this potential credit to the Provider Prove-Up Fund, the Company will retain any and all funds related to the Subscriber Prove-Up Fund after the payment of all timely and valid Subscriber Prove-Up Claims.

10.2 Provider Prove-Up Fund

Company shall make available up to $20 million (plus (i) any allocation of any remainder from the General Settlement Fund by operation of Section 9.7 and (ii) any allocation of any remainder from the Subscriber Prove-Up Fund by operation of Section 10.1(g)) for a “Provider Prove-Up Fund” to be paid to Provider Settlement Class Members who submit timely and valid prove-up claims for reimbursement as described in this Section (“Provider Prove-Up Claims”).
The funds made available to pay Provider Prove-Up Claims will not be submitted to the Escrow Account established for the General Settlement Fund, but rather will remain unsegregated and in the possession of the Company until the Parties submit the Settlement Administrator’s final report to the Court as described in Section 12.5. At the time required under Section 12.5 below, the Company will transfer to the Escrow Account those amounts that are necessary to pay the valid Provider Prove-Up Claims submitted by Provider Class Members, up to the amount available to the Provider Prove-Up Fund as described in this Section 10.2.

(a) Eligibility for the Provider Prove-Up Fund

Claims eligible for payment from the Provider Prove-Up Funds are Partially Allowed Claims from June 3, 2003 to the Preliminary Approval Date, provided that the Provider Class Member had an executed Assignment for such Partially Allowed Claims and (ii) the Provider Class Member presented or sent to the Plan Member a Balance Bill, and received no payment, or less than full payment, for the Balance Bill.

(b) Required Proof of Claim Form

The Provider Class Member must submit a completed Proof of Claim Form, in the form attached as Exhibit B and signed under penalty of perjury, to the Settlement Administrator by the Claim Submission Deadline in order to be eligible to receive and to receive payment from the Provider Prove-Up Fund. The Proof of Claim Form must be signed by the Out-Of-Network Health Care Provider, or Out-of-Network Health Care Provider Group or an authorized employee of the Out-Of-Network Health Care Provider or Out-Of-Network Health Care Provider Group.

The Proof of Claim Form requires a Provider Class Member to provide, among other things, identifying information about the Provider Class Member, an address to which payments
may be sent, and the years during which the Provider Class Member has provided Covered Services or Supplies to Plan Members without a valid written contract with the Company to provide Covered Services or Supplies to Plan Members. In addition, for each Partially Allowed Claim for which the Provider Class Member seeks payment from the Provider Prove-Up Fund, the Provider Class Member must provide on the Proof of Claim Form the following information: a CPT code, HCPCS code, or other description of the Covered Service or Supply; the date of service or purchase of the Covered Service or Supply; the name of the patient; the original amount billed to the Company for the Covered Service or Supply; the Allowed Amount for the Covered Service or Supply; any payment amounts received for the Partially Allowed Claim and the source of each payment; whether a Balance Bill was presented or sent to the patient and the amount of that Balance Bill; and whether any payment on the Balance Bill was received.

Provider Class Members must certify under penalty of perjury that the information provided in the Proof of Claim Form is true and correct. If the Proof of Claim Form is not completed or does not reflect that a Partially Allowed Claim is eligible for reimbursement from the Provider Prove-Up Fund, the Provider Class Member will not be entitled to any payments from the Provider Prove-Up Fund.

(c) Supporting Documentation

In addition to the Proof of Claim Form, to be eligible to receive and to receive payment from the Provider Prove-Up Fund, each Provider Class Member who submits a Proof of Claim Form must provide each of the following supporting documents for each Partially Allowed Claim listed in the Proof of Claim Form:

i. Supporting documentation showing that the Provider Class Member had an Assignment from a Plan Member. The existence of an Assignment can be proven
either by (a) an attestation from the Provider Class Member that an Assignment exists in the manner set out on the Proof of Claim Form, as long as that attestation is supported by information contained in the Company’s claim systems that will be made available to the Settlement Administrator; or (b) in the alternative, a copy of the Assignment itself from the Provider Class Member’s records reflecting the Plan Member’s signature.

ii. Supporting documentation that demonstrates a Balance Bill was presented to or sent to the Plan Member prior to the Preliminary Approval Date relating to the Partially Allowed Claim. Documentation showing bills for any amounts other than the difference between the Partially Allowed Amount and the billed charge, such as Denied Claims, coinsurance, deductibles, or coordination of benefits, is not valid. In addition, documentation showing an unpaid amount that does not explicitly show that such unpaid amount was billed to the applicable Plan Member is not valid.

iii. Supporting documentation demonstrating that the Balance Bill was not paid in whole or in part. Valid supporting documentation is limited to documentation from the Provider Class Member’s files (including records maintained for the benefit of the Provider Class Member by vendors or other professionals, including billing companies, Certified Public Accountants, and collection agencies), practice management system or accounting records showing that the Balance Bill remains unpaid. Documentation for outstanding bills for any amounts other than the difference between the Partially Allowed Amount and the billed charge, such as Denied Claims, coinsurance, deductibles, or coordination of benefits, is not valid.
(d) Threshold

The aggregate amount outstanding for Balance Bills proven by an Out-Of-Network Health Care Provider in accordance with the foregoing provisions must be greater than $750 for such Provider Class Member’s claim to be eligible for any payments from the Provider Prove-Up Fund. Any submissions involving aggregate amounts outstanding for Balance Bills by a Provider Class Member of $750 or less will be ineligible for reimbursement from the Provider Prove-Up Fund and no payment from the Provider Prove-Up Fund will be issued. The aggregate amount outstanding for Balance Bills proven by an Out-Of-Network Health Care Provider Group in accordance with the foregoing provisions must be greater than $1000 for the claim to be eligible for any payments under the Provider Prove-Up Fund. Any submissions involving aggregate amounts outstanding for Balance Bills by a Provider Class Member of $1000 or less will be ineligible for reimbursement from the Provider Prove-Up Fund and no payment from the Provider Prove-Up Fund will be issued. Submissions to the Provider Prove-Up Fund that are ineligible in their entirety pursuant to this Section 10.2(d) will be considered for eligibility under the General Settlement Fund.

(e) Calculation of Payments from The Provider Prove-Up Fund

For each eligible and properly-documented Partially Allowed Claim submitted against the Provider Prove-Up Fund, the Settlement Administrator will make a payment to the Provider Class Member out of the Provider Prove-Up Fund. For Partially Allowed Claims that were reimbursed by the Company from June 3, 2003 to August 19, 2011, the Settlement Administrator will pay an amount equal to the lesser of (i) the Balance Bill outstanding for that Covered Service or Supply or (ii) 5% of the Allowed Amount for that Partially Allowed Claim. For Partially Allowed Claims that were reimbursed by the Company from August 20, 2011 to the
Preliminary Approval Date, the Settlement Administrator will pay an amount equal to the lesser of (i) the Balance Bill outstanding for that Covered Service or Supply or (ii) 3% of the Allowed Amount for that Partially Allowed Claim. In the event that reimbursement for all eligible claims for which valid Proof of Claim Forms and supporting documentation have been submitted would otherwise exceed the amount attributed to the Provider Prove-Up Fund as described in this Section 10.2 the reimbursement to be paid will be adjusted downward on a pro rata basis (i.e., each dollar that would otherwise have been paid based on the above calculation for all eligible Provider Prove-Up Claims will be reduced in a proportional amount across the entire population of eligible Provider Prove-Up Claims).

(f) Provider Prove-Up Fund As Exclusive Remedy

Any Provider Class Member who elects to submit any claim for payment from the Provider Prove-Up Fund has waived any rights to and is ineligible for payments from the General Settlement Fund, except that claims against the Provider Prove-Up Fund that are ineligible in their entirety may be considered for eligibility in the General Settlement Fund.

(g) Treatment of Any Remaining Balance

In the event that the Provider Prove-Up Fund is not exhausted after all claims have been paid under the methodology described in Section 10.2(e) and if the eligible claims submitted to the Subscriber Prove-Up Fund exceed the amount allocated to it described in Section 10.1, an amount equal to the lesser of (i) such excess or (ii) $5 million of any remainder in the Provider Prove-Up Fund will be credited to the Subscriber Prove-Up Fund. Subject to this potential credit, the Company will retain any and all funds remaining related to the Provider Prove-Up Fund after the payment of all timely and valid Provider Prove-Up Claims.
11. **Attorneys’ Fees And Costs**

Settlement Class Counsel shall make a Fee and Cost Application on behalf of all Class Counsel to be heard at the Settlement Hearing seeking an award of Attorneys’ Fees plus out-of-pocket expenses and incentive payments for Representative Plaintiffs. Attorneys’ Fees and costs consistent with this paragraph that are approved by the Court shall be paid by the Settlement Administrator to Settlement Class Counsel out of the General Settlement Fund within ten (10) Business Days of the Effective Date. Settlement Class Counsel shall allocate any such Attorneys’ Fees and cost award in its sole discretion.

12. **The Settlement Administrator**

12.1 **Selection and Responsibilities of Settlement Administrator**

The settlement administrator that is mutually agreeable to the Company and Settlement Class Counsel or their designees, and supervised by Settlement Class Counsel (the “**Settlement Administrator**”), and subject to the supervision, direction and approval of the Court, shall be responsible for the administration of the Settlement Funds. The responsibilities of the Settlement Administrator shall expressly include without limitation: (a) the determination of the eligibility of any Settlement Class Member to receive payment from the Settlement Funds and the amount of payment to be made to each Settlement Class Member, in accordance with the Agreement; (b) the filing of any tax returns necessary to report any income earned by the Settlement Funds and the payment from the Settlement Funds, as and when legally required, of any tax payments (including interest and penalties) due on income earned by the Settlement Funds and to request refunds, when and if appropriate, with any such tax refunds that are issued to become part of the Settlement Funds; and (c) the compliance by the Settlement Funds with any other applicable law.
12.2 No Liability

The Parties shall have no liability with respect to the investment or distribution of the General Settlement Fund or the distribution of the Prove-Up Funds, the determination or administration of taxes, or any losses incurred in connection with the General Settlement Fund.

12.3 No Claims

No Person shall have any claim against Settling Plaintiffs, Class Counsel, Plaintiffs’ Counsel, the Company, Company’s counsel, the Settlement Administrator, or the Escrow Agent, based on distributions from the Settlement Funds made substantially in accordance with this Agreement or further orders from the Court.

12.4 Reporting Requirements Regarding Opt Outs

On each Friday after the Notice Date and through the Opt-Out Deadline, the Settlement Administrator shall furnish to the Parties: (a) a complete list in machine-readable form of all Opt-Out requests received by the Settlement Administrator by that date; and (b) to the extent not already provided, copies of each actual request to Opt-Out. Within five (5) Business Days after the Opt-Out Deadline, the Settlement Administrator shall furnish the Parties with: (a) a complete list in machine-readable form of all Opt-Out requests (including, at a minimum, the name and address for each Settlement Class Member who has filed a request to Opt-Out); (b) copies of each actual request to Opt-Out; and (c) a statement of the total number of Mailed Notices mailed and the total number of Opt-Out requests received. At the same time, the Settlement Administrator shall furnish a sworn affidavit to the Parties providing a list of all Settlement Class Members to whom a Mailed Notice was sent, along with all mailing addresses and any other Settlement Class Member-identifying information that the Settlement Administrator used in mailing the Mailed Notices to the Settlement Class Members.
12.5 Reporting Requirements Regarding Claim Submissions

(a) On each Friday after the Notice Date and through the Claim Submission Deadline, the Settlement Administrator shall furnish to the Parties a complete, running list in machine-readable form listing each Proof of Claim Form received to date by unique control number, the name and address for each Settlement Class Member who submitted a Proof of Claim Form, the total amount submitted on each Proof of Claim Form, and any determination made by the Settlement Administrator as to whether a particular claim has been approved as timely and valid. The report shall also indicate if the submission is for the General Settlement Fund, the Subscriber Prove-Up Fund, or the Provider Prove-Up Fund. For submissions for the Provider Prove-Up Fund, the report shall indicate if the Provider Class Member has submitted an attestation from the Provider Class Member that an Assignment exists or a copy of the Assignment itself. In addition, at any Party’s request, the Settlement Administrator shall also provide copies of the Proof of Claim Form and any supporting documentation for any particular claim or group of claims.

(b) Within thirty (30) Days after the Claim Submission Deadline, subject to any reasonable extensions that the Parties may agree to as necessary to allow the Settlement Administrator to complete the process, the Settlement Administrator shall furnish the Parties with a complete list in machine-readable form listing all: (1) complete and validated General Settlement Fund claims (including, at a minimum, the name and address for each claimant, whether the claimant is a Subscriber Class Member or a Provider Class Member, the years claimed by the claimant, the amount submitted on the claim, and the Settlement Administrator’s determination of the amount to be paid); (2) ineligible or deficient General Settlement Fund claims (including, at a minimum, the name and address for each claimant, whether the claimant
is a subscriber or provider, and the amount submitted on the claim); (3) complete and validated Subscriber Prove-Up Claims (including, at a minimum, the name and address for each claimant, a brief description of each Covered Service or Supply for which the Subscriber Class Member seeks payment, the amount submitted for each Covered Service or Supply, the date of the Balance Bill, the Settlement Administrator’s determination of whether there is valid supporting documentation for that Covered Service or Supply, and the Settlement Administrator’s determination of the amount to be paid); (4) complete and validated Provider Prove-Up Claims (including, at a minimum, the name and address for each claimant, a brief description of each Covered Service or Supply for which the Provider Class Member seeks payment, the amount submitted for each Covered Service or Supply, whether the Assignment support was provided by attestation or a copy of the Assignment itself, the date of the Balance Bill, the Settlement Administrator’s determination of whether there is valid supporting documentation for that Covered Service or Supply, and the Settlement Administrator’s determination of the amount to be paid); (5) ineligible or deficient Subscriber Prove-Up Claims (including, at a minimum, the name and address for each claimant, each Covered Service or Supply for which the Subscriber Class Member seeks payment, the amount submitted on the claim, and the Settlement Administrator’s determination of whether there is valid supporting documentation for that Covered Service or Supply); and (6) ineligible or deficient Provider Prove-Up Claims (including, at a minimum, the name and address for each claimant, each Covered Service or Supply for which the Provider Class Member seeks payment, and the amount submitted on the claim). The Settlement Administrator shall also make available, promptly upon request, copies of all supporting documentation.
(c) The Parties shall have thirty (30) Days after the report required by Section 12.5(b) is furnished, subject to any reasonable extensions that the Parties may agree to as necessary to address any issues, to identify potential inaccuracies affecting the validity of any claims in such report. In the event that any Party identifies a potential inaccuracy in such report, the Parties will work cooperatively to promptly address the potential inaccuracy. The Settlement Administrator shall consider any information provided by any Party relevant to the validity of a claim. Any submissions by a Party under this provision shall be strictly voluntary, and in no event shall any Party be required under this Section 12.5(c) to confirm the accuracy of the Settlement Administrator’s reports or payments, or to provide any data, documentation, or information to support a claim. In addition, neither the report required by Section 12.5(b) nor any review of the report by any Party shall be deemed a waiver in the event that statements in the Proof of Claim Form are later found to have been false or inaccurate.

(d) After the process set forth in Sections 12.5(a), (b) and (c) has been completed, the Parties shall submit a joint report to the Court on the status of the claims received and determinations by the Settlement Administrator as to the completeness and validity of the claims, as well as the amounts to be paid. The Company will transfer funds to pay the Subscriber Prove-Up Claims and Provider Prove-Up Claims specified in the joint report within twenty-one (21) Business Days after the later of: (a) the filing of the joint report with the Court and (b) the Effective Date.

13. **Release; Covenant Not to Sue**

13.1 **Release**

(a) Upon final approval of this Agreement by the Court, for good and valuable consideration received from the Company, the receipt and sufficiency of which are hereby
acknowledged, Settling Plaintiffs and each and every Settlement Class Member who does not Opt-Out of this Agreement pursuant to Section 7.2 of this Agreement, on behalf of themselves and each of their heirs, executors, administrators, legal representatives, successors, and assigns, and any Persons they represent, and each of their agents (including, but not limited to, any investment managers and advisors), representatives, officers, directors, executives, members, partners, participants, shareholders, investors, principals, employees, trustees, assigns, and attorneys of each of them to the extent those entities or individuals acted on behalf of, or are claiming through or by virtue of the claims of, any Settling Plaintiffs and/or Settlement Class Member (collectively, the “Releasors”), hereby unconditionally, fully, and finally release and forever discharge each of the Released Persons from the Released Claims. In addition, any Provider Class Member who does not Opt-Out of this Agreement and submits a claim to the Provider Prove-Up Fund, agrees not to Balance Bill any Plan Member at any point for any such claim deemed eligible by the Settlement Administrator. Further, all Provider Class Members shall be deemed to release all Subscriber Class Members from any and all liability with respect to any Provider Prove-Up Claim deemed eligible for payment under this Agreement by the Settlement Administrator.

(b) The Releasors further agree to abandon forever and discharge any and all claims that were or could have been alleged in the Actions against the Released Persons in connection with the Released Claims, whether any such claim was or could have been asserted by any Releasor on its own behalf or on behalf of other persons. Nothing in this Agreement is intended to relieve any Person that is not a Released Person from responsibility for its own conduct or conduct of other Persons who are not Released Persons, or to preclude any Settling Plaintiff from
introducing any competent and admissible evidence in a court proceeding to the extent consistent with Section 18.

(c) The Parties agree that Released Claims that are being released and discharged herein include claims that Releasors may not know or suspect to exist, in their favor at the time of this Agreement. All Settling Plaintiffs and Settlement Class Members who do not Opt-Out of this Agreement waive any and all provisions, rights, and benefits conferred by California Civil Code § 1542, or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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 OR HER SETTLEMENT WITH THE DEBTOR.

(d) Releasors are aware that they may, after the date of this Agreement, discover claims or facts in addition to or different from those they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of the Parties to fully, finally, and forever settle and release all Released Claims, including those that are presently unknown or unanticipated, and each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the entry of the Final Order and Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that is the subject matter of this Section 13.1, whether or not concealed or hidden, without regard to the discovery or existence of such different or additional facts.

(e) The Released Persons release any and all claims they may have against the Representative Plaintiffs, Class Counsel or Plaintiffs’ Counsel for violations of Federal Rule of
Civil Procedure 11 or for malicious prosecution related to the institution, prosecution, or settlement of the Actions.

13.2 Covenant Not To Sue Or Continue Suit

Upon the Effective Date, each Releasor shall be deemed to have covenanted and agreed not to sue with respect to, or assert, against any Released Person, in any forum any Released Claim.

13.3 Irreparable Harm

The Parties agree that the Company shall suffer irreparable harm if a Releasor takes action inconsistent with Section 13.1 or Section 13.2 and that in that event, the Company may seek an injunction from the Court as to such action without a further showing of irreparable harm and without the need to post any bond (or, if a bond is required by controlling law, without the need to post anything more than a nominal bond).

14. Application to Fully-Insured and Self-Funded Plans

The Release contained in Section 13 and the rights to and procedures for the submission of claims for reimbursement set forth in Sections 9 and 10 apply to all Settlement Class Members with respect to all Plans, regardless whether the Company’s actions or the Partially Allowed Claims arose out of or related to a fully insured or self-funded Plan. Without limitation of the foregoing, all aspects of this Agreement, including the Release set forth in Section 13, apply to both fully insured and self-funded Plans.

15. Stay of Discovery, Termination, and Effective Date of Agreement

15.1 Until the Preliminary Approval Date, and issuance of an Order including a stay of discovery as to the Released Persons, the Settling Plaintiffs and Class Counsel covenant and agree that neither Settling Plaintiffs nor Class Counsel shall pursue any litigation proceedings
against the Released Persons; the Company shall not pursue litigation proceedings against the Releasors; and the Parties and their respective counsel shall not in any way subsequently argue that the Released Persons or Releasors have failed to comply with their litigation obligations in any respect by reason of the Released Persons’ and Releasors’ suspension of litigation efforts following the execution of this Agreement. Upon entry of the Preliminary Approval Order, all proceedings in the Actions, other than the proceedings necessary to carry out the terms and conditions of this Agreement, shall be stayed and suspended until further notice of the Court. The Preliminary Approval Order also shall bar and enjoin all Settlement Class Members who have not Opted-Out of the Agreement pursuant to Section 7.2 from commencing, prosecuting, or assigning the right to do so, any action asserting any Released Claims against any Released Person.

15.2 In the event that: (i) this Agreement, the Final Order and Judgment, and/or any order proposed jointly by the Parties relating thereto, are not approved by the Court substantially in the form submitted; (ii) the Company opts to terminate this Agreement pursuant to Section 7.3; or (iii) approval of this Agreement, the Final Order and Judgment, and/or such orders, are modified or reversed in any material respect by any appellate or other court (each being a “Termination Event”), the Parties that are adversely affected by the Termination Event shall have the right, in their sole and absolute discretion, to terminate this Agreement by providing written notice to Class Counsel or the Company’s counsel, as applicable, within twenty-one (21) Days after the Termination Event. If this Agreement is so terminated, this Agreement, the Final Order and Judgment, and all orders entered in connection with it shall become null and void and of no further force and effect with respect to the Settling Plaintiffs, the Company, and the
15.3 If the Final Order and Judgment is entered by the Court and the time for appeal from all of such orders and judgment has elapsed (including without limitation any extension of time for the filing of any appeal that may result by operation of law or order of the Court) with no notice of appeal having been filed, the “Effective Date” shall be the eleventh (11th) Day after the last date on which notice of appeal could have been timely filed. If the Final Order and Judgment is entered and an appeal is filed as to any of them, the “Effective Date” shall be the eleventh (11th) Day after the Final Order and Judgment is affirmed, all appeals are dismissed, and no further appeal to, or discretionary review in, any court remains.

15.4 An appeal of the Final Order and Judgment shall postpone the occurrence of the Effective Date. If any Final Order and Judgment approving this Agreement is not affirmed in its entirety on any such appeal or discretionary review, the Company may, in its sole and absolute discretion, terminate this Agreement by delivering a notice of termination to Class Counsel within thirty (30) Days of such appellate or discretionary review determination.

16. Stays and Dismissals

As to any action brought by or on behalf of Settling Plaintiffs or Settlement Class Members that asserts any claim that as of the Effective Date would constitute a Released Claim against the Company, the Parties shall cooperate to obtain an interim stay of all proceedings as to the Company in each such action pending entry of the Final Order and Judgment. In addition, no later than fourteen (14) Days after the Effective Date, the Parties shall jointly apply for orders dismissing any such actions with prejudice as to the Company; provided that no such dismissal
order shall be sought with respect to any action by a named plaintiff who has timely submitted a request to Opt-Out.

17. **Force Majeure**

The Parties shall not be liable for any delay or non-performance of their obligations under this Agreement arising from any act of God, governmental act, act of terrorism, war, fire, flood, earthquake, explosion, or civil commotion. The performance of the Parties’ obligations under this Agreement, to the extent affected by such delay, shall be suspended for the period during which the cause, or the Parties’ substantial inability to perform arising from the cause, persists.

18. **Not Evidence; No Admission of Liability**

The Parties agree that in no event shall this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in the Actions, in any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceedings shall be construed as, offered as, received as, used as or deemed to be evidence, or an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of any of the Parties, or as a waiver by any of the Parties of any applicable defense, including without limitation any applicable statute of limitations. None of the Parties waives or intends to waive any applicable attorney-client privilege or work product protection for any negotiations, statements or proceedings relating to this Agreement. The Parties agree that this Section 18 shall survive the termination of this Agreement pursuant to the terms hereof.
19. **Entire Agreement**

This Agreement, including its Exhibits, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Parties regarding the subject matter of the Action or this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all the Parties.

20. **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.

21. **Continuing Jurisdiction and Exclusive Venue**

21.1 **Continuing Jurisdiction**

Except as otherwise provided in this Agreement, it is expressly agreed and stipulated that the United States District Court for the District of New Jersey shall have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise, which may be instituted by any Person, individually or derivatively, with respect to this Agreement. This reservation of jurisdiction does not limit any other reservation of jurisdiction in this Agreement nor do any other such reservations limit the reservation in this Section 21.1.
Each Settlement Class Member who has not validly and timely requested to Opt-Out of this Agreement hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the District of New Jersey for any suit, action, proceeding, case, controversy, or dispute relating to this Agreement and/or Exhibits hereto and negotiation, performance or breach of same.

21.2 Parties Shall Not Contest Jurisdiction

In the event of a case, controversy, or dispute arising out of the negotiation of, approval of, performance of, or breach of this Agreement, the Parties hereby agree to pay, and the Court is authorized to award, attorneys’ fees and costs to the prevailing party. Solely for purposes for such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is in any way an improper venue or an inconvenient forum.

Furthermore, the Parties shall jointly request the Court to include the provisions of this Section in its order finally approving this Agreement.

22. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile signatures shall be considered valid signatures as of the date hereof, although the original signature pages may thereafter be appended to this Agreement.

23. Divisions and Headings

The division of this Agreement into sections and subsections and the use of captions and headings in connection herewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.
24. **Waiver**

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

25. **No Third-Party Beneficiaries**

Except as otherwise specified herein, nothing in this Agreement is intended, nor shall it in any way be construed, to create or convey any rights in or to any Person other than the Parties and the Settlement Class Members.

26. **Governing Law**

The Parties agree that, with respect to disputes arising between and among the Parties with respect to this Agreement, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of law rules of such state.

27. **Acknowledgement**

By the signature affixed hereto, each Party acknowledges that it, he, or she has read this Agreement, fully understands the agreements, representations, covenants, obligations, conditions, warranties, releases, and terms contained herein, and has had the advice of counsel pertaining thereto, prior to the time of execution.

28. **Authority**

Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has all requisite power and authority to enter into this Agreement and to implement the
transactions contemplated herein, and is duly authorized to execute this Agreement on behalf of that Party.
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO
On Behalf of Representative Plaintiff John Sency

Dated: 12-6-12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

D. Brian Hufford
Robert J. Axelrod
POMERANTZ GROSSMAN HUFFORD DAHLSTROM & GROSS LLP
On Behalf of Representative Plaintiff Dr. Alan B. Schorr, M.D.

Dated: 12-6-12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

Edith M. Kallas
Joe R. Whatley, Jr.
WHATLEY KALLAS, LLC
On Behalf of Representative Plaintiffs Frank G. Tonrey, M.D. and Carmen M. Kavali, M.D.

Dated: 12/6/12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

Andrew S. Friedman
BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.
On Behalf of Representative Plaintiff Brian Mullins, M.S., P.T.

Dated: December 6, 2012
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

Stephen A. Weiss
SEEGER WEISS LLP
On Behalf of Representative Plaintiff John Sency

Dated: 12/6/12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

David R. Scott
Christopher M. Burke
Joseph P. Guglielmo
SCOTT + SCOTT LLP
On Behalf of Representative Plaintiff Jeffrey M. Weintraub

Dated: 12-6-12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

Raymond R. Boucher
KIESEL BOUCHER LARSON
On Behalf of Representative Plaintiff Alan John Silver

Dated: 12/6/12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

H. Tim Hoffman
Hoffman & Lazear
On Behalf of Representative Plaintiff Alan John Silver

Dated: 12/6/12
EXECUTED and DELIVERED
ATTORNEY SIGNATURE BLOCKS

Richard J. Doren
GIBSON, DUNN & CRUTCHER LLP
On Behalf of Aetna Inc.

Dated: 12-6-12