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July 29, 2021

Committee on Rules of Practice and Procedure
c/o Rules Committee Staff
Administrative Office of the United States Courts
One Columbus Circle, NE
Washington, D.C. 20544

Esteemed Members of the Committee,

I would like to request that the Federal Rules of Civil Procedure, Rule 23: Class Actions be reviewed as a violation of my First Amendment right to petition the government for redress of grievances including a right to file suit in a court of law.

Per Rule 23: Class Actions:

"(a) Prerequisites. One or more members of a class may sue or be sued as representative parties on behalf of all members only if:

(1) the class is so numerous that joinder of all members is impracticable;"

This allows the plaintiff attorneys to use my name and personal information to be included into a class action without my expressed permission. In most states, you can be sued for using someone else's name, likeness, or other personal attributes without permission for an exploitative purpose. This has become a significantly profitable thus exploitive business practice for many class action law firms. I will provide examples later in this request.

With the advent of high speed computers, the internet, cloud-based databases, this clause is out dated and no longer applicable. Letters requesting potential members' permissions to join an action can be generated rapidly. There are letter mailing services that can process vast quantities of certified mail to potential members asking permission to include them in the lawsuit. The burden should be on the Plaintiff attorneys to use my name rather than me having to exclude myself from the action.

In Noerr, 41 truck drivers and their trade unions sued a collection of railroads, railroad presidents and the public relations firm hired to influence legislation concerning truck weight limits and tax rates for heavy trucks. The Court found that the railroad defendants' influence campaign was immune from antitrust liability under the Sherman Act because "the right to petition is one of the freedoms protected by the Bill of Rights, and we cannot, of course, lightly impute to Congress an intent to invade these freedoms." The Plaintiff attorneys infringe on my Constitutionally protected rights by automatically obstructing my right to independently bring suit against the Defendant unless I petition the court to opt out.

Also part of Rule 23 is as follows:

"(c) Certification Order; Notice to Class Members; Judgment; Issues Classes; Subclasses.

(2) Notice.

(B) *For (b)(3) Classes.* For any class certified under Rule 23(b)(3)—or upon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice must clearly and concisely state in plain, easily understood language:

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3)."

Section (v) puts the burden on me, the class member, to opt out. By not doing so, I wave right to independently sue the Defendant. If I do not receive a notification due to the method of delivery, then I have not been properly informed of "(i) the nature of the action." This cannot be a more direct violation of my First Amendment right to file a lawsuit in a court of law. Here is one of many examples of United States mail notification exactly as it was received by my wife:

If you purchased certain Welspun home textile products labeled as "Egyptian Cotton" or "Pima Cotton," a class action Settlement may affect you.

A proposed class action Settlement has been reached in *Hansen-Mitchell, et al. v. Welspun USA, Inc.*, et al., Case No. 19-L-0391, alleging that home textile products were improperly labeled and/or marketed as "Egyptian Cotton" or "Pima Cotton." As part of the Settlement, Defendants have agreed to implement marketing reforms and provide a monetary Benefit for customers. Defendants deny any wrongdoing.

Who is a Settlement Class Member?

You may be an eligible Settlement Class Member if you purchased certain products, a description of which can be found on the website below (the "Subject Products"), between January 1, 2012 and July 2, 2019.

What are the Benefits?

Welspun has agreed to make \$36,000,000 available to pay Valid Claims. Eligible Class Members with proof of purchase may receive up to \$2.30 per Subject Product for towels and pillowcases and up to \$9.20 per Subject Product for all other products purchased during the Class Period, with no Household limit; or Class Members without proof of purchase may receive up to \$1.15 per Subject Product for towels and pillowcases and up to a maximum of \$4.60 per Subject Product for all other products purchased during the Class Period, with a \$10.35 Household limit. If you received a Refund for a Subject Product, you can receive a 10% one-time discount voucher or a \$5.00 credit on a future purchase if you timely submit a valid claim with your valid postal or email address. This voucher may not be clubbed or exchanged for cash. The Settlement also requires Welspun to follow certain practices when marketing and labeling products "Egyptian Cotton" and "Pima Cotton."

What are my rights?

You must file a Claim, either online at the website below or by mail, by November 27, 2019 to get a payment. You can Opt-Out and keep your right to sue Defendants about the claims released by this Settlement but you will not get a payment from this Settlement. You can Object to any aspect of the Settlement in writing by following the instructions found on the Settlement website. If you do nothing, you will not get a payment but you will be bound by all decisions of the Court. Any Opt-Out or Objection must be postmarked by October 11, 2019.

The Court will hold a Fairness Hearing in the Circuit Court for the 20th Judicial Circuit, Court of St. Clair, State of Illinois, St. Clair County Building, 10 Public Square, Belleville, Illinois 62220, before the Honorable Judge Christopher T. Kolker in Courtroom 401, 4th Floor, on October 28, 2019 at 9:00 a.m. Central Time to decide whether to approve the Settlement and to award Attorneys' Fees and Expenses of up to \$9,000,000 (or the equivalent of 25% of the value of the Settlement Amount) and Administration Expenses to be paid by Defendants, plus \$750 per named Plaintiff as Class Service Awards. The application for Attorneys' Fees and Expenses will be posted on the website below after being filed. You may attend this hearing, but you do not have to.

This is only a summary. Please visit www.EgyptianPimaCottonSettlement.com or contact the Settlement Administrator at 1-844-271-4781 or by writing to: Hansen-Mitchell v. Welspun USA, c/o Settlement Administrator, P.O. Box 58727, Philadelphia, PA 19102-8727.

www.EgyptianPimaCottonSettlement.com

1-844-271-4781

Hansen-Mitchell v. Welspun USA
c/o Settlement Administrator
P.O. Box 58727
Philadelphia PA 19102-8727

Presorted
First Class
U.S. Postage
PAID
Lansdale, PA
Permit No. 491

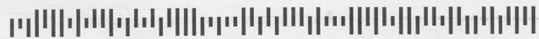
If you purchased certain Welspun
home textile products labeled as
"Egyptian Cotton" or
"Pima Cotton,"
a class action Settlement
may affect you.



Class Member ID: 31053NMC3X262

T1504 P1 *****AUTO**5-DIGIT 34474 577266

LEA SIVILICH
3575 SW 51ST TER
OCALA FL 34474-9407



It is a 4" x 6" notice printed on inexpensive 44 lb (0.0076" thick) paper stock. As a point of reference, "card stock" is 67 lb or 0.010" thick. The front is damaged from processing making it difficult to read. How many people actually read these notices and not assume that it is simply "junk" mail? How many of these get lost in the mail or just not delivered? Since no proof of delivery is required, how can this be used as a bonafide court document? Of those who do, how many actually type a letter and send it to the court to opt out? This is clearly using the ambiguity of Rule 23 to gain enormous profits by the Plaintiff attorneys.

From 1996 - 2011 my wife was covered under the Freehold Township Board of Education, Freehold Twp., NJ by Horizon Blue Cross Blue Shield of NJ, Subscriber # 3HZN74709990, Group # 085568. We moved to Florida in 2018. From May, 2018 we now use Florida Blue as our supplemental insurance to Medicare. In April, 2021 my wife received the following notice from Blue Cross/Blue Shield (hereinafter referred to as BCBS), also printed on 8" x 6" inexpensive 44 lb paper stock:

A federal court authorized this Notice.
This is not a solicitation from a lawyer.



If you purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan between 2008 and 2020, a \$2.67 billion Settlement may affect your rights.

Para una notificación en español, visite www.BCBSsettlement.com/espanol

Questions? Call (888) 681-1142 or Visit www.BCBSsettlement.com

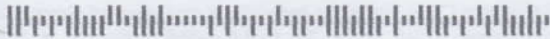
Blue Cross Blue Shield Settlement
c/o JND Legal Administration
P.O. BOX 91390
Seattle, WA 98111

PRESORT
FIRST-CLASS
U.S. POSTAGE
PAID
TOPPAN MERRILL

Electronic Service Requested



SEMI AUTO**SCH 5-DIGIT 34474
F1R20G-4028069C 414/14085/51672
Lea Sivilich
3575 SW 51st Ter
Ocala, FL 34474-9407



QUESTIONS? Visit www.BCBSsettlement.com, email info@BCBSsettlement.com, call (888) 681-1142, or write Blue Cross Blue Shield Settlement c/o JND Legal Administration, P.O. Box 91390, Seattle, WA 98111.

Please Do Not Contact The Court Regarding This Notice.

If you do not want to be legally bound by the Settlement, you may send a request for exclusion ("opt out"). You will not receive any money, but you will keep your right to sue Settling Defendants for the claims in this case. If you do not exclude yourself, you may object to the Settlement. You will still be bound by the Settlement if your objection is rejected. For details on how to opt out or object, read the Long Form Notice available at www.BCBSsettlement.com. Opt outs and objections must be postmarked by July 28, 2021. The Court will hold a Fairness Hearing to consider whether the Settlement is fair, reasonable, and adequate. The Fairness Hearing is on October 20, 2021 at 10:00 a.m. Central Time. The Court will also decide whether to approve attorneys' fees and expenses up to \$667.5 million and \$101 million for additional costs and service awards. These amounts will be deducted from the \$2.67 billion Settlement Fund. You may ask to attend the Fairness Hearing, on your own or through counsel, but you do not have to do so.

What are your other options?

You must submit a valid claim online at www.BCBSsettlement.com or postmarked by mail no later than November 5, 2021. Claim Forms are available at www.BCBSsettlement.com or may be requested by calling (888) 681-1142.

How do you get a payment?

Class Members who submit valid claims may receive a cash payment from the Net Settlement Fund. The Net Settlement Fund is estimated to be approximately \$1.9 billion. This is after deducting attorneys' fees, administration expenses and other costs from the \$2.67 billion Settlement Fund. For more details on the Plan of Distribution, read the Long Form Notice available at www.BCBSsettlement.com. You can also call (888) 681-1142. Settling Defendants also agreed to make changes in the way they do business to increase the opportunities for competition in the market for health insurance.

What can you get from the Settlement?

**YOUR
UNIQUE ID:** D9WBH4MC6U
**PLEASE SAVE THIS NUMBER
TO FILE A CLAIM**

What is this notice?

On November 30, 2020, the Honorable R. David Proctor of the U.S. District Court for the Northern District of Alabama granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice. Blue Cross and/or Blue Shield's records show that you may be a Settlement Class Member. You may be eligible to receive a **payment** from the Settlement in the *In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406*, N.D. Ala. Master File No. 2:13-cv-20000-RDP. 069C

What is the lawsuit about?

Plaintiffs claim that the Blue Cross Blue Shield Association and Settling Individual Blue Plans (collectively, "Settling Defendants") violated antitrust laws by entering into an agreement not to compete with each other and to limit competition among themselves in selling health insurance and administrative services for health insurance. Settling Defendants deny all claims. The Settling Defendants have asserted that their conduct results in lower healthcare costs and greater access to care for their customers. The Court has not decided who is right.

Who is affected?

You may be eligible to receive payment if you are an **Individual, Insured Group** (and their employees) or **Self-Funded Account** (and their employees) that purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan during one of the two Settlement Class Periods. Government accounts are excluded from the Class.

The Settlement Class Period for **Individuals and Insured Groups** is from February 7, 2008, through October 16, 2020. The Settlement Class Period for **Self-Funded Accounts** is from September 1, 2015 through October 16, 2020. Dependents, beneficiaries (including minors), and non-employees are **NOT** eligible to receive payment.

All **Individuals, Insured Groups, and Self-Funded Accounts** that purchased or were enrolled in a Blue Cross or Blue Shield health insurance or administrative services plan during the applicable Class Period will also benefit from the parts of the Settlement requiring Settling Defendants to change certain of their practices that were alleged to be anticompetitive. Dependents, beneficiaries (including minors), and non-employees will benefit from this part of the Settlement.

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
P.O. BOX 91390
Seattle, WA 98111



Address Change Form
To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Name: _____
Current Address: _____

Carefully separate this Address Change Form at the perforation

Place
Stamp
Here

It appears from this notification that we are already part of a settlement FOR WHICH WE NEVER RECIEVED NOTIFICATION of actually being in the class action! I had to go online to get the "Long Form Notice" of this action. Per Section 9 of this form:

9. How do I get a Payment?

To make a claim and receive a payment, you must file a claim form online or by mail postmarked **November 5, 2021**. Claims may be submitted online at www.BCBSsettlement.com or by mail to:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91390
Seattle, WA 98111

If you select the Alternative Option, you must submit relevant data or records showing a higher contribution percentage. Otherwise the Default Option will be used. Instructions for submitting your claim are on the claim form and on the Settlement Website. When required, sufficient documentation shall include an attestation signed under penalty of perjury when other documentation is no longer available.

But according to Section 11:

11. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and be bound by the Settlement.

However, if you had been entitled to share in the Settlement proceeds, you will not get a payment.

Again, the burden is on ME to take an action. BUT if I never received the postcard, I would not know any of this.

Now let's review the compensation. Per the example in their Long Form Notice, the actual claimants will get a whopping \$178 USD as compensation. BUT per Section 17:

17. How will the lawyers be paid?

Settlement Class Counsel may submit an application(s) to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees plus (ii) reimbursement of expenses and costs, up to a combined total of 25% of the \$2.67 billion fund (i.e., \$667,500,000) created by the Settlement. This fee will include Self-Funded Class Counsel's application. You will not have to pay any fees or costs.

In my opinion, there is not a law firm in the world that deserves a fee of \$667.5 million and \$101 million for additional costs and service awards! These types of lawsuits have become cottage industries for unscrupulous lawyers to strike it rich instead of being remotely associated with fair and equitable judicial process.

As further examples of flaws in Rule 23, On April 19, 2019 I received an email that I was part of a class action settlement against *Square Trade Protection Plan* for which I received no notice that I was a plaintiff. On January 28, 2020 I received an email that I was part of a class action settlement against *Yahoo Data Breach Settlement* for which again I received no notice that I was a plaintiff. I ACCIDENTALLY FOUND BOTH OF THESE EMAILS IN MY SPAM FOLDER! My spam folder automatically deletes emails after 30 days. Had I not noticed these emails I would not have known about either of these class actions.

Therefore, I assert that Rule 23 obstructs my First Amendment right "to petition the Government for a redress of grievances." Rule 23 needs to be changed to require attorneys to obtain written permission from potential members to be included in a class action. This can easily be done by certified US mail requiring a signature proof of delivery or electronically acquiring a legal dated signature using a service such as DocuSign®.

**If you purchased or were enrolled in a
Blue Cross or Blue Shield health insurance or
administrative services plan between 2008 and 2020,
a \$2.67 billion Settlement may affect your rights**

Para una notificación en español, visite www.BCBSsettlement.com/espanol

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Class Representatives (“Plaintiffs”) and the Blue Cross Blue Shield Association (“BCBSA”) and Settling Individual Blue Plans reached a Settlement in a class action antitrust lawsuit called *In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406*, N.D. Ala. Master File No. 2:13-cv-20000-RDP (the “Settlement”).¹ BCBSA and Settling Individual Blue Plans are called “Settling Defendants.”
- Plaintiffs allege that Settling Defendants violated antitrust laws by entering into an agreement not to compete with each other and to limit competition among themselves in selling health insurance and administrative services for health insurance.
- Settling Defendants deny all allegations of wrongdoing and assert that their conduct results in lower healthcare costs and greater access to care for their customers.
- The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.
- The Court certified two Settlement Classes in this case—a Damages Class and an Injunctive Relief Class. These Classes are further defined in Question 5.
- If approved by the Court, the Settlement will establish a **\$2.67 billion Settlement Fund**. Settling Defendants will also agree to make changes in the way they do business that will increase the opportunities for competition in the market for health insurance.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

¹ All capitalized terms used in this Notice shall have the same meaning as provided for in the Settlement Agreement, unless stated otherwise.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

FILE A CLAIM (DAMAGES CLASS ONLY)	<ul style="list-style-type: none"> • File a claim for payment online or by mail. • Be bound by the Settlement. • Give up your right to sue or continue to sue Settling Defendants for the claims in this case. 	Submitted online or postmarked by November 5, 2021
ASK TO BE EXCLUDED ("OPT OUT") (DAMAGES CLASS ONLY)	<ul style="list-style-type: none"> • Remove yourself from the Class. • Receive no payment. • Keep your right to sue or continue to sue Settling Defendants for the claims in this case. 	Postmarked by July 28, 2021
OBJECT	<ul style="list-style-type: none"> • Write to the Court about why you do not like the Settlement. 	Postmarked by July 28, 2021
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak to the Court about the fairness of the Settlement. 	October 20, 2021 at 10:00 a.m. Central Time
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Be bound by the Settlement. • Give up your right to sue or continue to sue Settling Defendants for the claims in this case. 	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be changed, so please check the Settlement Website, www.BCBSsettlement.com, for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

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Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement of certain claims against Settling Defendants in this class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights and options, and the deadlines for you to exercise your rights.

2. What is this lawsuit about?

This class action is called *In re: Blue Cross Blue Shield Antitrust Litigation MDL 2406*, N.D. Ala., Master File No. 2:13-cv-20000-RDP and is pending in the United States District Court for the Northern District of Alabama Southern Division. U.S. District Court Judge R. David Proctor is overseeing this class action.

Plaintiffs allege that Settling Defendants violated antitrust laws by entering into an agreement where the Settling Defendants agreed not to compete with each other in selling health insurance and administration of Commercial Health Benefit Products in the United States and Puerto Rico, as well as agreeing to other means of limiting competition in the market for health insurance and administration of Commercial Health Benefit Products. Settling Defendants deny all allegations of wrongdoing. They assert that their conduct results in lower healthcare costs and greater access to care for their customers. The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.

3. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims. All of the people or businesses who have similar claims together are a “class” or “class members” if the class is certified by the Court. Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Settling Defendants. Instead, both sides have agreed to the Settlement. Both sides³ want to avoid the risk and cost of further litigation. The Plaintiffs and their attorneys think the Settlement is best for the Settlement Classes.

WHO IS IN THE SETTLEMENT CLASSES?

5. Am I part of the Settlement Classes?

The Court certified two Settlement Classes in this case—a Damages Class and an Injunctive Relief Class.

- The Damages Class includes all **Individuals**, **Insured Groups**² (and their employees), and **Self-Funded Accounts**³ (and their employees), that purchased, were covered by, or were enrolled in a Blue-

² Insured Groups include both employers and other groups (e.g., Taft-Hartley plans, multi-employer welfare arrangements, association health plans, retiree groups, and other non-employer groups).

³ Self-Funded Accounts include both employers and other groups (e.g., Taft-Hartley plans, multi-employer welfare arrangements, association health plans, retiree groups, and other non-employer groups).

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Branded Commercial Health Benefit Product⁴ sold, underwritten, insured, administered, or issued by any Settling Individual Blue Plan during the respective class periods. The class period for the fully insured **Individuals** and **Insured Groups** (and their employees) is from February 7, 2008, through October 16, 2020 (“Settlement Class Period”). The class period for the **Self-Funded Accounts** (and their employees) is from September 1, 2015 through October 16, 2020 (“Self-Funded Settlement Class Period”). Dependents, beneficiaries (including minors), and non-employees are **NOT** included in the Damages Class.

Self-Funded Accounts encompass any account, employer, health benefit plan, ERISA plan, non-ERISA plan, or group, including all sponsors, administrators, fiduciaries, and Members thereof, that purchased, were covered by, participated in, or were enrolled in a Self-Funded Health Benefit Plan during the Self-Funded Settlement Class Period. A Self-Funded Health Benefit Plan is any Commercial Health Benefit Product other than Commercial Health Insurance, including administrative services only (“ASO”) contracts or accounts, administrative services contracts or accounts (“ASC”), and jointly administered administrative services contracts or accounts (“JAA”).

For associational entities (e.g., trade associations, unions, etc.), the Self-Funded Account includes any member entity which was covered by, enrolled in, or included in the associational entity’s Blue-Branded Commercial Health Benefit Product. A Self-Funded Account that purchased a Blue-Branded Self-Funded Health Benefit Plan and Blue-Branded stop-loss coverage remains a Self-Funded Account.

Excluded from the Damages Class are:

- Government Accounts⁵;
 - Medicare and Medicaid Accounts;
 - Settling Defendants themselves, and any parent or subsidiary of any Settling Defendant (and their covered or enrolled employees);
 - Individuals or entities that file an exclusion or opt out from the Settlement; and
 - The judge presiding over this matter, and any members of his judicial staff, to the extent such staff were covered by a Commercial Health Benefit Product not purchased by a Government Account during the Settlement Class Period.
- The Injunctive Relief Class includes all **Individuals, Insured Groups, Self-Funded Accounts, and Members** that purchased, were covered by, or were enrolled in a Blue-Branded Commercial Health Benefit Product sold, underwritten, insured, administered, or issued by any Settling Individual Blue Plan during the applicable Settlement Class Period. Dependents, beneficiaries (including minors), and non-employees are included in the Injunctive Relief Class.

6. I am still not sure if I am included.

If you are still not sure if you are included in the Settlement Classes, please review the detailed information contained in the Settlement Agreement, available for download at www.BCBSsettlement.com. You may also contact the Claims Administrator at info@BCBSsettlement.com or call toll-free at (888) 681-1142.

⁴ Unless the person’s or entity’s only Blue-Branded Commercial Health Benefit Product during the class periods was a stand-alone vision or dental product.

⁵ Additional information about Government Accounts is in the Settlement Agreement.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides monetary payments to Damages Class Members who submit a valid claim by **November 5, 2021**. Settling Defendants also agreed to make changes in the way they do business to increase the opportunities for competition in the market for health insurance (“injunctive relief”) that benefits Injunctive Relief Class Members. You may be included in both Settlement Classes.

If the Court approves the Settlement, in exchange for Class Members’ release of the Released Claims, a \$2.67 billion Gross Settlement Fund will be established. The money remaining in the Settlement Fund, after paying the Attorneys’ Fee and Expense Awards not to exceed \$667.5 million and the Notice and Settlement Administration costs of \$100 million, is called the “Net Settlement Fund.” The Net Settlement Fund is estimated to be approximately \$1.9 billion and will be distributed to Damages Class Members. This Net Settlement Fund will be split as described below:

Monetary Damages:

- 93.5% of the Net Settlement Fund (approximately \$1.78 billion) will be allocated to the Fully Insured (FI) Class Members as a “FI Net Settlement Fund.” The FI Net Settlement Fund will be distributed to **FI Authorized Claimants**, which include:
 - Individuals (“FI Individual Policyholders”);
 - Insured Groups (“FI Groups”); and
 - Insured Group Employees (“FI Employees”)who submit a valid claim by **November 5, 2021**.
- The remaining 6.5% of the Net Settlement Fund (approximately \$120 million) will be set up as a “Self-Funded Net Settlement Fund.” The Self-Funded Net Settlement Fund will be distributed to **Self-Funded Authorized Claimants**, which include:
 - Self-Funded Accounts (“Self-Funded Groups”); and
 - Self-Funded Account Employees (“Self-Funded Employees”)who submit a valid claim by **November 5, 2021**.
- The FI Net Settlement Fund and Self-Funded Net Settlement Fund are separate funds for FI Authorized and Self-Funded Authorized Claimants, respectively. If the claim rate is lower in one fund than the other, the payment to the Authorized Claimants will be proportionately increased in that fund only, and not to all Authorized Claimants overall.

Injunctive Relief:

- Settling Defendants have agreed to make changes in the way they do business that will increase the opportunities for competition in the market for health insurance. As part of the Injunctive Relief (the changes in the way the Settling Defendants do business), a Monitoring Committee will be established for five years to mediate any disputes resulting from the implementation of the Injunctive Relief. If the Monitoring Committee Process approves any systems or rules, that information will be included in the Release. It will also be posted in a report of Monitoring Committee Actions on the Settlement Website. Additional information is detailed in the Settlement Agreement, available at www.BCBSsettlement.com.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

8. How much can Damages Class Members get from the Settlement?

Damages Class Members who submit a valid approved claim (“Authorized Claimants”) will receive a payment from either the FI Net Settlement Fund or the Self-Funded Net Settlement Fund, if the Settlement is approved.

Distribution of the FI Net Settlement Fund

FI Authorized Claimants qualify for a payment based on the total amount of estimated premiums they paid to the Settling Defendants (“Total Premiums Paid”) during the Settlement Class Period. Payments will be distributed on a proportional basis across all FI Authorized Claimants based on their estimated premiums.

The payment amount (i.e. claim payment) to FI Authorized Claimants will be determined by the following formula:

$$\begin{array}{c} \text{Total Premiums Paid During the Settlement Class Period} \\ \text{by FI Authorized Claimant A} \\ \\ \textit{Divided by} \\ \\ \text{Total Premiums Paid during the Settlement Class Period} \\ \text{by all FI Authorized Claimants who submit claims} \\ \\ \textit{Multiplied by} \\ \\ \text{Total dollars in FI Net Settlement Fund} \\ \\ = \text{Claim payment of FI Claimant A's claim} \end{array}$$

For Example⁶:

$$\begin{array}{c} \$1000 \\ \\ \textit{Divided by} \\ \\ \$10,000,000,000 \\ \\ \textit{Multiplied by} \\ \\ \$1,780,000,000 \\ \\ = \text{\$178} \end{array}$$

FI Individual Policyholders – Total Premiums Paid for FI Individual Policyholders will be based on data provided by Settling Defendants. In most cases that data should allow for the calculation of Total Premiums Paid without requiring the FI Authorized Claimant to submit any premium data.

FI Groups and FI Employees – Total Premiums Paid for FI Groups and FI Employees will be based on (a) data provided by the Settling Defendants showing the total amount of premiums paid by any FI Group and (b) a process for allocating the Total Premiums Paid between each specific FI Group and any FI Employees of that FI Group who submit a claim.

⁶ These numbers are provided **for example only**. The numbers do not show actual premiums or an anticipated actual ratio of premiums paid by a Claimant to the Total Premiums Paid by all Claimants.

Because FI Groups and FI Employees typically share the economic burden of premium payments, the Plan of Distribution allocates premiums between the two. When filing a claim, FI Groups and FI Employees may choose a Default or Alternative Option for determining the allocation of Total Premiums Paid between the employer and any employee of that FI group that file a claim. To efficiently process claims, the Plan of Distribution sets a Default allocation as follows: (1) 15% of an employee’s premium for single coverage is deemed to have been paid by the employee (with the remainder to the employer) and (2) 34% of an employee’s premium for family coverage is deemed to have been paid by the employee (with the remainder to the employer). The Alternative option allows the claimant to submit data or records supporting a contribution higher than the Default. The below scenarios are examples of how an estimated premium may be calculated for use in determining a claimant’s proportional share of the FI Net Settlement Fund. In any case where an FI Group makes a claim, it will receive credit for any premiums not otherwise allocated to claiming employees.

IF...	THEN...
<ul style="list-style-type: none"> • FI Group files a claim • No FI Employees for that FI Group file a claim 	<ul style="list-style-type: none"> • FI Group’s share will be calculated from full premium paid by that FI Group
<ul style="list-style-type: none"> • FI Group files a claim and accepts Default option • One or more of its FI Employees files a claim and accepts Default option 	<ul style="list-style-type: none"> • For each claiming FI Employee, the Default % will be used to calculate their premiums paid, with remainder allocated to FI Group
<ul style="list-style-type: none"> • FI Group files a claim and selects Alternative Option and provides relevant data or records to support a contribution % higher than the Default % • FI Employee files a claim 	<ul style="list-style-type: none"> • Allocation between the FI Group and claiming FI Employees will be based on the relevant data or materials provided by each (dependent on a review process)
<ul style="list-style-type: none"> • FI Group files a claim and accepts Default option • One or more FI Employees for that FI Group files a claim and selects the Alternative Option • One or more FI Employees for that FI Group files a claim and accepts Default option 	<ul style="list-style-type: none"> • Allocation between the FI Employees who select the Alternative Option and for the related FI Group with regard to these employees will be based on the relevant data or materials provided by each (dependent on a review process) • Default % will be used to calculate premiums for the claimants who accept the Default option
<ul style="list-style-type: none"> • FI Employee files a claim and does not select the Alternative Option • FI Group(s) does not file a claim 	<ul style="list-style-type: none"> • The FI Employee’s premium will be calculated based on the Default % as seen above
<ul style="list-style-type: none"> • FI Employee files a claim and selects the Alternative Option and provides relevant data or records to support a contribution % higher than the Default % • FI Group(s) does not file a claim 	<ul style="list-style-type: none"> • The FI Employee will receive an allocation based on the relevant data or materials he or she provides (dependent on a review process)

Employer Groups: Purchasing Entities and Covered Entities are both eligible to file a claim.⁷

⁷ Information about the plan of allocation for Employer Groups can be found in the Plan of Distribution.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Distribution of Self-Funded Net Settlement Fund

Self-Funded Authorized Claimants are eligible for compensation for Total Self-Funded Fees Paid to the Settling Defendants during the Self-Funded Settlement Class Period. Payments will be distributed on a proportional basis across all Self-Funded Authorized Claimants.

The amount of each claim submitted by any given Self-Funded Authorized Claimant will be determined by the following formula:

$$\begin{array}{c} \text{Total Administrative Fees Paid During the Self-Funded Settlement Class} \\ \text{Period} \\ \text{by Self-Funded Claimant B} \\ \\ \textit{Divided by} \\ \\ \text{Total Administrative Fees Paid during the Self-Funded Settlement Class} \\ \text{Period} \\ \text{by all Self-Funded Authorized Claimants who submit claims} \\ \\ \textit{Multiplied by} \\ \\ \text{Total dollars in Self-Funded Net Settlement Fund} \\ \\ = \text{Claim payment of Self-Funded Claimant B's claim} \end{array}$$

Total Administrative Fees Paid will be based upon (a) the data provided by the Settling Defendants showing the total amount of Administrative fees paid by any Self-Funded Group and (b) an allocation process to split the Total Self-Funded Fees Paid between each specific Self-Funded Group and any Self-Funded Employees of that Self-Funded Group who submit claims. The Self-Funded Groups/Employees will have the same opportunity to choose either the Default or Alternative option, as outlined in the chart on page 8 for the FI Group and FI Employees.

The Self-Funded Default Option allocation is: (1) 18% of an employee's administrative fee for single coverage is deemed to have been paid by the employee (with the remainder to the employer); and (2) 25% of an employee's administrative fee for family coverage is deemed to have been paid by the employee (with the remainder to the employer). The Alternative option allows the claimant to submit data or records supporting a contribution higher than the Default.

Minimum Claim Payment

If the total payment for any Damages Class Member is equal to or less than \$5.00 ("minimum claim payment"), no payment will be made to the Damages Class Member. The claimant will be notified that there will be no distribution given the minimum claim payment.

No distributions will be made until there is a final resolution of all determinations and disputes that could potentially impact the Claims Payments.

Claimant Review

Authorized Claimants will be able to review the Total Premiums Paid and/or Total Administrative Fees Paid used to calculate their award before the distribution of the Net Settlement Fund. If an Authorized Claimant disagrees with their Total Premiums Paid and/or Total Administrative Fees, they must provide the necessary documentation to support the amount they believe it should be. The Claims Administrator will review any data

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submitted and determine whether to change the Total Premiums Paid and/or Total Administrative Fees for that Authorized Claimant.

9. How do I get a Payment?

To make a claim and receive a payment, you must file a claim form online or by mail postmarked **November 5, 2021**. Claims may be submitted online at www.BCBSsettlement.com or by mail to:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91390
Seattle, WA 98111

If you select the Alternative Option, you must submit relevant data or records showing a higher contribution percentage. Otherwise the Default Option will be used. Instructions for submitting your claim are on the claim form and on the Settlement Website. When required, sufficient documentation shall include an attestation signed under penalty of perjury when other documentation is no longer available.

10. What am I giving up by staying in the Settlement Classes?

Unless you exclude yourself, you remain in the Settlement Classes. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants that makes claims based on the facts and legal theories involved in this case or any of the business practices the Settling Defendants adopt pursuant to the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at www.BCBSsettlement.com. For purposes of clarity, if a Self-Funded Account that opts out meets the criteria to request a Second Blue Bid under the terms of the Settlement Agreement, that Self-Funded Account does not release any claims for declaratory or injunctive relief to request a Second Blue Bid during any time it meets the criteria to request such a bid under the terms of the Settlement Agreement. All other claims for declaratory or injunctive relief released under the Settlement Agreement are released.

11. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and be bound by the Settlement. However, if you had been entitled to share in the Settlement proceeds, you will not get a payment.

EXCLUDING YOURSELF FROM THE DAMAGES CLASS

12. How do I exclude myself from the Damages Class?

If you are a member of the Damages Class, do not want the monetary benefits, and do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Settling Defendants, you must exclude yourself from the Damages Class. This requires submitting a written request to the Claims Administrator stating your intent to exclude yourself from the Damages Class (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name, including the name of your business (if your business purchased health insurance from a Blue Cross or Blue Shield entity during the Class Period for employees), address, and telephone number; (b) a statement that you want to be excluded from the Damages Class in *In re: Blue Cross Blue Shield Antitrust Litigation*; and (c) your personal, physical signature (electronic signatures, including DocuSign, or PDF signatures are not permitted and will not be considered personal signatures). Requests signed solely by your lawyer are not valid. You must mail or email your Exclusion Request, postmarked or received by **July 28, 2021**, to:

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Blue Cross Blue Shield Settlement
c/o JND Legal Administration – **Exclusion Dpt.**
PO Box 91393
Seattle, WA 98111
or info@BCBSsettlement.com

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

No. Unless you exclude yourself, you give up the right to sue Settling Defendants for any claims that are released by the Settlement Agreement. If you have a current lawsuit against the Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the Settlement Classes to continue your own lawsuit against Settling Defendants.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and have not excluded yourself from the Settlement, you can object to the Settlement if you do not like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement in *In re: Blue Cross Blue Shield Antitrust Litigation* and the reasons why you object to the Settlement. This letter must include:

- The name of the Action – *In re: Blue Cross Blue Shield Antitrust Litigation*
- Description of your objections, including any applicable legal authority and any supporting evidence you wish the Court to consider;
- Your full name, address, email address, telephone number, and the plan name under which Blue Cross Blue Shield was provided and dates of such coverage;
- Whether the objection applies only to you, a specific Settlement Class or subset of a Settlement Class, or both Settlement Classes;
- The identity of all counsel who represent you, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action within five years preceding the submission of the objection, the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection;
- Any agreements that relate to the objection or the process of objecting between you, your counsel, and/or any other person or entity;
- Your (and your attorney's) signature on the written objection;
- A statement indicating whether you intend to appear at the Final Fairness Hearing (either personally or through counsel); and
- A declaration under penalty of perjury that the information provided is true and correct.

Do not send your written objection to the Court or the judge. Instead, mail the objection to the Claims Administrator with copies to Co-Lead Counsel and Counsel for Settling Defendants at the addresses listed below.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

Your objection must be postmarked by **July 28, 2021**.

Claims Administrator:

Blue Cross Blue Shield Settlement
c/o JND Legal Administration
PO Box 91393
Seattle, WA 98111
(888) 681-1142

Plaintiffs' Co-Lead Counsel:

BLUE CROSS BLUE SHIELD
SETTLEMENT
C/O MICHAEL D. HAUSFELD
HAUSFELD LLP
888 16th Street NW, Suite 300
Washington, DC 20006
(202) 849-4141
BCBSsettlement@hausfeld.com

Counsel for Settling Defendants:

DAN LAYTIN
KIRKLAND & ELLIS LLP
300 N. LaSalle St.
Chicago, IL 60657
(312) 862-4137
BCBSsettlement@kirkland.com

BLUE CROSS BLUE SHIELD
SETTLEMENT
C/O DAVID BOIES
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(888) 698-8248
BCBS-Settlement@bsfllp.com

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement Classes. Excluding yourself is telling the Court that you do not want to be part of the Settlement Classes or the lawsuit as outlined in Question 12. If you exclude yourself, you are no longer a member of the Settlement Classes and you do not have a right to share in the Settlement's proceeds or to object because the Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed (1) Michael Hausfeld of Hausfeld LLP and (2) David Boies of Boies Schiller Flexner LLP as Co-Lead Counsel on behalf of the Plaintiffs and Settlement Class Members. Their contact information is provided above in Question 14.

You do not need to hire a lawyer because Co-Lead Counsel is working on your behalf.

If you wish to pursue your own lawsuit separate from this one, or if you exclude yourself from the Settlement Classes, these lawyers will no longer represent you. You will need to hire a lawyer if you wish to pursue your own lawsuit against Settling Defendants.

17. How will the lawyers be paid?

Settlement Class Counsel may submit an application(s) to the Court ("Fee and Expense Application") for: (i) an award of attorneys' fees plus (ii) reimbursement of expenses and costs, up to a combined total of 25% of the \$2.67 billion fund (i.e., \$667,500,000) created by the Settlement. This fee will include Self-Funded Class Counsel's application. You will not have to pay any fees or costs.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142

THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will hold a Fairness Hearing at **10:00 a.m. Central Time on October 20, 2021**, at the United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve attorneys' fees and expenses up to \$667.5 million and \$101 million for additional costs and service awards. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Co-Lead Counsel will attend the hearing and answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Blue Cross Blue Shield Antitrust Litigation*." Be sure to include your name, including the name of your business (if applicable), current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by **July 28, 2021**, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel. The address for the Clerk of the Court is: Clerk of Court, United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203. The addresses for Co-Lead Counsel and Defense Counsel are provided in Question 14. You cannot ask to speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

21. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the case by visiting www.BCBSsettlement.com. You may contact the Claims Administrator at info@BCBSsettlement.com or toll-free at (888) 681-1142. You may also contact Co-Lead Counsel at the address, phone number, and email address provided in Question 14.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Visit www.BCBSsettlement.com or call toll-free at (888) 681-1142