UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 15-cv-61144-RLR

ILISSA M. JONES and WENDY SHANKER, individually and on behalf of a class of similarly situated persons,

Plaintiffs,

v.

UNITED HEALTHCARE SERVICES, INC.,
UNITED HEALTHCARE, INC.,
NEIGHBORHOOD PARTNERSHIP, INC., and
UNITED HEALTHCARE LIFE INSURANCE CO.,

Defendants.
_____/

FINAL APPROVAL ORDER AND JUDGMENT

THIS CAUSE came before the Court upon the Motion for Final Approval of Class Action Settlement ("Motion") filed by Plaintiffs Ilissa Jones and Wendy Shanker (collectively the "Plaintiffs"), with the consent of Defendants United Healthcare Services, Inc., United Healthcare, Inc., Neighborhood Partnership, Inc., and United Healthcare Life Insurance Co. (collectively the "United Defendants") (each Plaintiff and United Defendants individually is a "Party," and all collectively are the "Parties"). After careful consideration of the Motion and the record, including the Settlement Agreement and Release ("Settlement" or "Agreement"), it is ORDERED and ADJUDGED that the Motion is GRANTED as follows:[1]

[1] Capitalized terms not otherwise defined in this Order have the meanings assigned to them in the Parties' Agreement.

BACKGROUND

On May 29, 2015, Ilissa Jones, on behalf of herself and all similarly-situated persons, sued the United Defendants, alleging that they had breached their health insurance contracts by unlawfully denying coverage for Hepatitis C treatment. On July 30, 2015, Jones amended her complaint to assert claims under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1968. On October 23, 2015, Jones again amended her complaint to add Plaintiff Wendy Shanker and to include an ERISA subclass. The ERISA subclass sought relief on behalf of all ERISA plans (self-funded and fully-insured) under 29 U.S.C §§ 1132(a)(1)(B) and (a)(3), alleging that the United Defendants had violated ERISA by unlawfully denying coverage for Harvoni treatment through the use of guidelines.

The United Defendants sought to dismiss this Action on three separate occasions. While the third motion to dismiss was pending, the Parties exchanged initial disclosures and began negotiations, while Plaintiffs served a document and interrogatory request. In response, the United Defendants produced approximately 20,000 pages of documents and also moved to stay discovery, a motion the Court granted on March 9, 2016.

The Parties' first mediation occurred on March 1, 2016, with former Eleventh Circuit Judge Stanley F. Birch (Ret.) as mediator. The mediation was aimed at resolving the Action. No settlement was reached after a full day of mediation, and litigation continued. On April 11, 2016, United Defendants filed an MDL petition to transfer and centralize two later-filed actions in this Court.[2] The two later-filed actions are: *Murphy v. United Healthcare Ins. Co*, Case No. 15-cv-3799 (N.D. Cal.) (the "*Murphy* Action"), filed on August 19, 2015, and

[2] On August 5, 2016, after full briefing and a July 29th hearing, the MDL panel denied United's petition for transfer and centralization of the two later-filed actions.

amended on November 9, 2015, which asserted ERISA claims that duplicated those in this Action; and *Pieper v. United Health Group Inc.*, Case No. 16-cv-0687 (D. Minn.) (the "*Pieper* Action"), filed on March 17, 2016 (more than two weeks after the parties ended their first mediation), which asserted claims that duplicated those of this Action.

While negotiations continued, and while the United Defendants' motion to dismiss was pending, this Court, on May 9, 2016, ruled in a similar action that Florida Blue's denial of coverage based on similar fibrosis restrictions did not constitute a breach of contract or a RICO violation. *Kondell v. Blue Cross & Blue Shield of Florida, Inc.*, 2016 WL 3554922, at *12 (S.D. Fla. May 9, 2016). Despite that order, the parties in *Kondell*, and in a parallel action styled *Oakes v. Blue Cross & Blue Shield of Florida, Inc.*, Case No. 16-cv-80028 (S.D. Fla. 2016), agreed to keep negotiating and, after a third mediation agreed in principle to settle all claims in exchange for Florida Blue's removal of the fibrosis restrictions from its Harvoni treatment guidelines. This Court preliminarily approved that settlement on June 21, 2016, and granted final approval on October 21, 2016 (hereinafter referred to as the "*Oakes* Settlement").

Following the *Oakes* Settlement, the Parties agreed to attend a second mediation session on August 4, 2016. That mediation, under the direction of Paul C. Huck, Jr., ultimately resulted in an agreement in principle on August 5, 2016, to settle this Action in exchange for United's permanent removal of the Fibrosis Restrictions, permanent removal of the Abstinence Restriction, notice to Class Members that United will no longer use those restrictions to deny coverage, and payments to Class Members who are no longer insured by United, and are either uninsured or have no coverage for Harvoni treatment due to Fibrosis or

Abstinence Restrictions. The stated intent of the payments is to help those Class Members purchase health insurance.

Effective January 1, 2016, United eliminated Fibrosis Restrictions from its Clinical Pharmacy Programs for Hepatitis C Drugs. Under the terms of the Settlement, United will continue not to use the Fibrosis Restrictions in its Clinical Pharmacy Programs for Hepatitis C Drugs. United has provided notice of that change to Settlement Class Members.

United also agrees to take the steps necessary to eliminate the Abstinence Restriction from any Clinical Pharmacy Programs for Hepatitis C Drugs and replace it with a treatment-readiness assessment, which includes a provider assertion that the patient demonstrates treatment readiness, including the ability to adhere to the treatment regimen. United agrees to begin taking the steps necessary to eliminate the Abstinence Restriction no later than five business days after entry of the Final Approval Order. United has provided notice of that change to Settlement Class Members.This Court preliminarily approved the Settlement on September 22, 2016, and authorized direct mail notice to the Settlement Class Members (hereinafter referred to as the "Preliminary Approval Order"). The Court later extended the notice period by an additional 30 days to facilitate Internet notice. In compliance with the Preliminary Approval Order, the Settlement Administrator caused notices to be sent to the Settlement Class Members, and the United Defendants sent the appropriate notices to state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

Only eight (8) Settlement Class Members timely exercised their right to be excluded from the Settlement. As for objections to the Settlement, only three were timely filed. One of those three objections was later withdrawn. A group of state attorneys general also filed an *amicus curiae* brief that offered their perspective on the Settlement.

On December 16, 2016, the Parties moved for final approval of the Settlement. The Court held a fairness hearing on January 25, 2017, to consider the fairness, reasonableness, and adequacy of the Settlement. The Court heard arguments and presentations from all who were present. Following that hearing, and after careful consideration of the Settlement, the extensive court file, and presentations by the Parties in support of the fairness, reasonableness, and adequacy of the Settlement, the Court issues this Final Approval Order and Judgment, which (1) grants final approval of the Settlement, (2) certifies a class for settlement purposes, (3) awards service awards to the Class Representatives, and (4) awards Class Counsel's attorneys' fees and expenses.

FINAL APPROVAL OF THE SETTLEMENT

In granting final approval, the Court considered whether the proposed Settlement is "fair, adequate and reasonable and is not the product of collusion" between the parties. *Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 628 (11th Cir. 2015); *Leverso v. SouthTrust Bank of Ala., Nat'l Ass'n*, 18 F.3d 1527, 1530 (11th Cir. 1994); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 207 (5th Cir. 1981). To decide this, the Court considered six factors: (1) the existence of fraud or collusion behind the Settlement; (2) the complexity, expense and duration of litigation; (3) the stage of proceedings at which the Settlement was achieved and the amount of discovery completed; (4) the probability of the Plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of Class Counsel, Class Representatives, and the substance and amount of opposition received. *Leverso*, 18 F.3d at 1530 n.6; *see also Bennett*, 737 F.2d at 986. "In assessing these factors, the Court 'should be hesitant to substitute . . . her own

judgment for that of counsel.'" *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1315 (S.D. Fla. 2005) (quoting *In re Smith*, 926 F.2d 1027, 1028 (11th Cir. 1991)).

There are only two objections to the Settlement remaining, and only eight (8) Settlement Class Members timely excluded themselves from the Settlement Class, which represents a very small percentage of the 4,410 Settlement Class Members. The very small number of objections and exclusions relative to the size of the Settlement Class supports approval of the Settlement. *See, e.g.*, *Bennett*, 737 F.2d at 988 n.10 (holding that the district court properly considered the number and substance of objections in approving a class settlement). Moreover, the Court does not find persuasive the arguments raised by the objectors, or by the state attorneys general. They are overruled and rejected for the reasons stated at the Fairness Hearing and for the reasons discussed in the Parties' responses.

There also is no suggestion of fraud or collusion between the Parties or their counsel in negotiating the Settlement's terms. The record demonstrates extensive, arm's-length negotiations—including two formal, in-person mediation sessions, as well as numerous conferences among counsel and two mediators who have significant experience in successfully mediating complex actions. Furthermore, the terms of the Settlement make it clear that the process by which the Settlement was achieved was fair.

As for the probability of Plaintiffs' success on the merits, the Court dismissed with prejudice the claims asserted in a related case against Blue Cross & Blue Shield of Florida, Inc., *Kondell v. Blue Cross & Blue Shield of Florida, Inc.*, Case No. 15-61118-CIV-ROSENBERG. The United Defendants have indicated that if this case does not settle, they intend to seek dismissal based on that order and numerous other grounds stated in their opposition to the filing by the state attorneys general. In light of the arguments the United

Defendants intend to make, there is a very real risk that Plaintiffs may not succeed on any of their claims in the absence of a settlement.

Given the Plaintiffs' likelihood of success, the benefits available directly to the Settlement Class represent an excellent and outstanding result. *Bennett*, 737 F.2d at 986-87. The Settlement Class Members likely could not obtain a better recovery than what they achieved in this Settlement, which favors finding the Settlement to be fair, reasonable, and adequate. *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 543 (S.D. Fla. 1988) (settlement "shortened what would have been a very hard-fought and exhausting period of time, which may have realistically ended with a decision similar to the terms of the settlement").

The last *Bennett* factor this Court reviews is the stage of the proceedings at which Settlement was achieved. For this factor, courts look to whether the parties have sufficient information to make an informed decision with respect to the settlement. *See Ressler v. Jacobso*n, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992) ("The law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations."). This Action was settled after more than a year of litigation, including extensive dismissal briefing and the exchange of tens of thousands of pages of documents. The Settlement was preceded by considerable arm's-length negotiations between Class Counsel and attorneys for United during formal mediation overseen by well-qualified mediators. These facts demonstrate that Plaintiffs were sufficiently informed to negotiate, execute, and recommend approval of this Settlement.

Finally, this Court may also consider the opinions of Class Counsel. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir.), *cert. denied*, 459 U.S. 828 (1982); *Warren v. Tampa*, 693 F. Supp. 1051, 1060 (M.D. Fla. 1988). Class Counsel have considerable

experience in the prosecution of large, complex consumer class actions. In fact, Class Counsel successfully negotiated the *Oakes* Settlement, which this Court found to be fair, reasonable, and adequate. Thus, this Court gives credence to the opinion of Class Counsel, which is amply supported by the Court's independent review, that this Settlement provides significant, valuable relief to the Settlement Class and is an outstanding result given the risks and uncertainties that faced Plaintiffs. The relief is well within the range of the amount that may have been recovered in the unlikely scenario that Plaintiffs prevailed at trial.

Accordingly, the terms of the Settlement, including all exhibits thereto, are fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, Plaintiffs and Settlement Class Members. In return for the class-wide relief, the Amended Complaint shall be dismissed with prejudice and United will receive releases from the Settlement Class Members as set forth in the Agreement.

CERTIFICATION OF SETTLEMENT CLASS

The Court has personal jurisdiction over the Parties and the Settlement Class Members and has subject matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the Settlement, to grant final certification of the Settlement Class for settlement purposes, to settle and release all Released Claims, and to dismiss this Action on the merits and with prejudice. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985).

The Court certifies, for settlement purposes only, the following Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(d)(2):

> All persons currently or formerly covered under any type of commercial health benefits plan, health insurance policy, or health maintenance organization contract, with a medical benefit or prescription drug benefit (or both) insured or administered by United whose request for prior authorization or coverage of a Hepatitis C Drug was denied on or before August 4, 2016 based in whole or in part on a Fibrosis or Abstinence Restriction, and who did not receive a

Hepatitis C Drug on or before the Court's entry of its Preliminary Approval Order on September 22, 2016.[3]

The Court finds, for settlement purposes only, that: (a) the Settlement Class as defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives will fairly and adequately protect the interests of Settlement Class Members; (e) Plaintiffs allege that the United Defendants have acted or refused to act on grounds that apply generally to the Settlement Class; (f) the questions of law or fact common to the Settlement Class predominate over the questions affecting only individual Settlement Class Members; and (g) certification of the Settlement Class is superior to the other methods for the fair and efficient adjudication of this controversy. In making these findings, the Court also notes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented in this Action. *See Amchem Prods., Inc. v. Windsor*, 117 S. Ct. 2231, 2248 (1997).

The Court further finds that the Class Notice given to the Settlement Class, in accordance with the Court's Preliminary Approval Order (D.E. 110) and Order Modifying Preliminary Approval Order (D.E. 119), fully satisfies Federal Rules of Civil Procedure 23, due process, and all other applicable law. This Court has again reviewed the Class Notice and the accompanying documents and finds that the "best practicable" notice was given to the Settlement Class and that the Class Notice was "reasonably calculated" to (a) describe the

[3] This clarification of the Settlement Class definition is consistent with Court's Preliminary Approval Order, which preliminary certified the Settlement Class so that class notice could be issued.

Action and the Plaintiffs' and Settlement Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810 (1985). This Court further finds that Settlement Class Members were given a reasonable opportunity to opt out of the Settlement and that they were adequately represented by Plaintiffs. *See Shutts*, 472 U.S. at 810. The Court thus reaffirms its findings that the Class Notice given to the Settlement Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Settlement Class Members.

The Court further finds that the CAFA Notice provided to the appropriate state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, fully satisfies the requirements of that statute.

The persons who timely and validly requested exclusion from the Settlement Class (Valid Opt-Outs) are excluded from the Settlement Class and are not bound by this Final Approval Order and Judgment. Appendix A, filed under seal in compliance with the Health Insurance Portability and Accountability Act, identifies all Valid Opt-Outs.

DISMISSAL AND RELEASE

The Court dismisses this Action on the merits and with prejudice as to the Parties and Settlement Class Members (except Valid Opt-Outs), without attorney's fees, costs, or expenses to any Party or Settlement Class Member, except as expressly provided in this Final Approval Order and Judgment.

Upon the Effective Date,[4] the Court adjudges that the release attached as Appendix B shall be valid and binding against the Releasing Parties. The Court further adjudges that the protections afforded under Section 1542 of the California Civil Code and any other similar, comparable, or equivalent laws, are terminated.

The Parties and all Settlement Class Members (except Valid Opt-Outs), and any person actually or purportedly acting directly or derivatively on behalf of the Parties and all Settlement Class Members (except Valid Opt-Outs), or acting on a representative basis or in any other capacity, are hereby permanently BARRED and ENJOINED from commencing, prosecuting, intervening in, or participating in any lawsuit, action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims against any of the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Parties' Agreement, this Final Approval Order and Judgment, and the Court's authority to effectuate the Agreement, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

The Parties' Agreement, the Preliminary Approval Order, the Court's amendments to the Preliminary Approval Order, and this Final Approval Order and Judgment, and any and all negotiations, documents, actions, and discussions associated therewith, shall not be deemed or construed to be an admission or concession, by or against any of the Parties, Settlement Class Members, or Released Parties, of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any actual or potential liability, fault, or wrongdoing, or of the truth or validity of any of the claims asserted by Plaintiffs in this

[4] "Effective Date" means five (5) business days after this Final Order and Judgment is no longer subject to review, rehearing, appeal, petition for allowance of appeal, petition for certiorari, or other review of any kind.

Action. Evidence relating to the Agreement, the Preliminary Approval Order, the Court's amendments to the Preliminary Approval Order, and this Final Approval Order and Judgment, and any and all negotiations, documents, actions, and discussions associated therewith, shall not be discoverable or used, directly or indirectly, in any way, whether in this Action or in any other action or proceeding, except for purposes of the Parties' enforcement of the terms and conditions of the Settlement, the Preliminary Approval Order, the Court's amendments to the Preliminary Approval Order, or this Final Approval Order and Judgement; provided, however, that the Settlement and this Final Approval Order and Judgment may be filed and used in any action, arbitration, or other proceeding against or by the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim or issue preclusion or similar defense or counterclaim.

In the event that any provision of the Settlement or this Final Approval Order and Judgment is asserted by a Released Party as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any such Settlement Class Member, that suit, action, or other proceeding shall be immediately stayed and enjoined until this Court has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties and Settlement Class Members 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 the Court, or that the Court is, in any way, an improper venue or an inconvenient forum.

These provisions are necessary to protect the Parties' Settlement, this Final Approval Order and Judgment, and the Court's authority to effectuate the Settlement, and are ordered in aid of Court's jurisdiction and to protect its judgments.

ATTORNEY'S FEES AND SERVICE AWARDS

The Settlement provides that United will pay an attorney's fee of $2.75 million, which includes Class Representative service awards and Class Counsel's attorneys' fees and expenses. Class Counsel made an application to the Court for an award of attorneys' fees in the Motion. Class Counsel also submitted an affidavit from Adam T. Rabin, who attested to the reasonableness of the fee request. Based on these submissions, and the significant amount of time Class Counsel invested, the Court finds the attorney fee here warranted. Specifically, the Court finds that a fee award should be based on consideration of "any non-monetary benefits conferred upon the class by the settlement," such as injunctive relief, as well as "the economics involved in prosecuting a class action." *Poertner*, 618 F. App'x at 628. Here, the Parties have estimated that there are 4,410 Settlement Class Members and the per-person retail cost for Harvoni is $63,000 for an 8-week course of therapy and $94,500 for a 12-week course of therapy.

Under a common-fund analysis, i.e., determining Class Counsel's fee based on a percentage of that total available benefit, the fee is reasonable. The total amount of fees requested (after deducting Class Counsel's expenses of $14,078.46 and the Class Representatives' service awards of $5,000 each) represents a small percentage of this overall benefit. That percentage falls well below the "benchmark" range of 25%-30% recognized by Circuit precedent. *See Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1294-95 (11th Cir. 1999); *Camden I Condo Assoc. v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991).

Moreover, the fee is reasonable in view of the substantial risk associated with asserting these claims, the excellent results achieved for the Settlement Class, and the extensive time and effort it took to achieve that result.[5] Accordingly, the Court approves payment of the following amounts to be paid as provided in the Parties' Agreement:

a. Attorneys' fees to Class Counsel in the amount of $2,725,921.54;

b. Costs and expenses to Class Counsel in the amount of $14,078.46;

c. Incentive award to Ms. Jones in the amount of $5,000

d. Incentive award to Ms. Shanker in the amount of $5,000; and

FURTHER MATTERS

No Settlement Class Member or any other person shall be entitled to conduct any discovery concerning the Agreement or the Settlement and its administration, except as may be directed by the Court.

The Parties are authorized, without needing further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Agreement and its exhibits that: (a) are consistent in all material respects with this Final Approval Order and Judgment; and (b) do not limit the rights of the Settlement Class Members.

The terms of the Settlement and this Final Approval Order and Judgment shall be forever binding on the Parties and all Settlement Class Members, as well as their respective heirs, representatives, executors, administrators, successors, and assigns, and those terms shall have res judicata and full preclusive effect in all pending and future claims, lawsuits, or other

[5] Class Counsel's fee of $2,725,921.54 represents a 2.5 multiplier of their lodestar, which is also reasonable. *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334 (S.D. Fla. 2007) (noting lodestar multiples "in large and complicated class actions" range from 2.26 to 4.5, while "three appears to be average" and "most lodestar multiples awarded in cases like this are between 3 and 4").

proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters encompassed by the release set forth in Appendix B.

Without affecting the finality of this Final Approval Order and Judgment, the Court reserves continuing and exclusive jurisdiction over all matters relating to the administration, implementation, effectuation, and enforcement of the Parties' Agreement and Settlement approved by this Final Approval Order and Judgment.

Finding that there is no just reason for delay, the Court orders that this Final Approval Order and Judgment shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk of the Court is directed to enter this Final Approval Order and Judgment on the docket forthwith and seal Appendix A.

DONE and ORDERED in Chambers at the Paul G. Rogers Federal Building and United States Courthouse, West Palm Beach, Florida, this 30th day of January, 2017.

ROBIN L. ROSENBERG
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

APPENDIX B

(Released Claims)

Upon the Effective Date, the Class Representatives, Settlement Class Members (except Successful Opt-Outs), and United provide the following mutual release:

> The Releasing Parties fully and completely release, remise, acquit, satisfy, and forever discharge the Released Parties from any and all past, present, or future claims, actions, demands, lawsuits, rights, liabilities, damages, penalties, losses, indebtedness, obligations, attorney's fees, interest, expenses, costs, and causes of action, of any kind or nature, in law, equity, or otherwise, whether accrued or unaccrued, known, unknown, or hereafter discovered, fixed or contingent, and whether brought in court, arbitration, or administrative, governmental, or regulatory proceedings, or in any other forum, that they now have, ever had, or that they may hereafter accrue or otherwise acquire, arising from or in any way related to the Action, Hepatitis C Drugs, hepatitis C virus (HCV) or any health or economic condition or circumstance caused by or in any way related to the Hepatitis C Drugs or HCV, including, without limitation, claims that were or could have been alleged in the Action, claims concerning coverage for treatment of HCV under any type of health insurance, health benefits plan, or health maintenance organization contract, claims concerning Harvoni, Sovaldi, Olysio, Viekira Pak, or any other prescription drug or treatment for HCV, claims for statutory penalties regarding the production of records, claims for personal injury or wrongful death, and claims for any type of discrimination, including, without limitation, claims for violation of 42 U.S.C. § 18116, 29 C.F.R. § 2590.702, and Part 156 of Title 45 of the Code of Federal Regulations. Excluded from the Released Claims is any obligation of the Class Representatives or Settlement Class Members to pay premiums, deductibles, co-insurance, co-payments, or any other patient responsibility under any health insurance policy, health benefits plan, or health maintenance organization contract with a medical benefit or prescription drug benefit (or both) insured or administered by United.

Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist at the time that the Settlement, and the release contained herein, becomes effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, 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.

The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may later discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

"Released Parties" means the Class Representatives, Settlement Class Members, and United, and their respective past, present, and future officers, directors, shareholders, stockholders, policyholders, members, principals, direct or indirect parents or their customers, direct or indirect subsidiaries or their customers, direct or indirect affiliates or their customers, divisions, partners, insurers, reinsurers, employees, servants, agents, representatives, administrators, executors, beneficiaries, heirs, trustees, fiduciaries, attorneys, accountants, auditors, advisors, predecessors-in-interest, successors-in-interest, and assigns, and anyone claiming by or through any of the foregoing.

"Releasing Parties" means the Class Representatives, Settlement Class Members, and United, on behalf of themselves and each of their respective past, present, and future officers, directors, shareholders, stockholders, policyholders, members, principals, direct or indirect parents or their customers, direct or indirect subsidiaries or their customers, direct or indirect affiliates or their customers, divisions, partners, insurers, reinsurers, employees, servants, agents,

representatives, administrators, executors, beneficiaries, heirs, trustees, fiduciaries, attorneys, accountants, auditors, advisors, predecessors-in-interest, successors-in-interest, and assigns, and anyone claiming by or through any of the foregoing.