

Notice of Premera Blue Cross Security Incident Class Action Settlement

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Premera Blue Cross (“Premera” or “Defendant”), arising out of the security incident that Premera announced on March 17, 2015, wherein Premera’s computer network was the target of an external criminal-cyberattack that began in May 2014 (the “Security Incident”).
- If you received a notice from Premera about the Security Incident in or around March 2015, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Premera has agreed to establish a \$32 million Qualified Settlement Fund to: (1) pay for credit monitoring services and identity theft insurance, (2) provide cash payments to Class Members for reimbursement of certain documented out-of-pocket losses and up to \$20 per hour for up to twenty hours for time spent addressing or remedying issues plausibly traceable to the Security Incident, (3) provide cash payments of up to \$50 as alternative settlement compensation to Class Members who do not make claims for out-of-pocket losses, (4) provide cash payments of up to \$50 to qualifying Class Members as compensation under the California Confidentiality of Medical Information Act (“CMIA”), and (5) pay for the costs of the settlement administration, court-approved attorneys’ fees and expenses, and service awards for named Plaintiffs. In addition, Premera has agreed to spend \$42 million over the next three years on enhanced security measures. Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
File a Claim Form Deadline: March 30, 2020	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Credit Monitoring and Insurance Services; reimbursement of Out-of-Pocket Losses of money, expenses incurred, and/or time spent addressing or remedying issues plausibly traceable to the Security Incident; a Default Settlement Payment; and a California Settlement Payment. If you submit a Claim Form, you will give up the right to sue the Defendant and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
Exclude Yourself From This Settlement Deadline: January 29, 2020	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
Object to or Comment on the Settlement Deadline: January 29, 2020	You may object to the Settlement and Attorneys’ fees and expenses by writing to the Court and informing it why you don’t think the Settlement or the requested attorney’s fees and expenses should be approved. You also may write the Court to provide comments or reasons why you support the Settlement. If you object, you also may file a Claim Form to receive Settlement benefits, but you will give up the right to sue the Defendant in a separate lawsuit about the legal claims this Settlement resolves.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

Go to the Final Fairness Hearing Date: March 2, 2020	You can attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendant and certain related parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Michael H. Simon of the United States District Court for the District of Oregon, is overseeing this class action. The case is known as *In Re: Premera Blue Cross Customer Data Security Incident Litigation*, Case No. 3:15-md-2633-SI (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Premera Blue Cross, is called “Premera” or the “Defendant.”

2. What is this lawsuit about?

On or about March 17, 2015, Premera announced that its computer network was the target of an external criminal-cyberattack that began in May 2014, which is believed to have been perpetrated by an Advanced Persistent Threat group originating from China (the “Security Incident”). Certain data that could have been accessed by the cyberattackers included personal information for patients of Premera customers, including names, addresses, birthdates, Social Security numbers, protected health information, telephone numbers, and the names of employers.

The Plaintiffs claim that Defendant failed adequately to protect their personal information and that they were injured as a result. Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The class representatives in this case are the Plaintiffs: Elizabeth Black, Catherine Bushman, Krishnendu Chakraborty, Maduhchanda Chakraborty, Ralph Christopherson, Anne Emerson, William Fitch, Eric Forseter, Mary Fuerst, Debbie Hansen-Bosse, Stuart Hirsch, Ilene Hirsh, Howard Kaplowitz, Barbara Lynch, and Kevin Smith.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

4. Why is there a Settlement?

The Plaintiffs and the Defendant do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs and the Defendant have agreed to settle the Action. The Plaintiffs and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

If you received a postcard Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement if your Personal Information was stored on Premera’s computer network that may have been accessed in the Security Incident.

6. Are there exceptions to being included in the Settlement?

Yes, the Settlement does not include: the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; the Judge presiding over the Action, and members of his family; and any individual who timely and validly requests to be excluded from the Settlement Class.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at www.PremeraSettlement.com, or call the Settlement Administrator’s toll-free number at 1-877-202-7335.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Credit Monitoring and Insurance Services;
- Cash Payments for reimbursement of Out-of-Pocket Losses;
- Default Settlement Payments;
- California Settlement Payments; and
- Certain remedial measures and enhanced security measures that Premera will take or has taken because of this Action.

9. Tell me more about the Credit Monitoring and Insurance Services.

Credit Monitoring and Insurance Services provide a way to discover and to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Insurance Services provided by this Settlement are separate from, and in addition to, the two years of credit monitoring and identity resolution services offered by Premera in 2015. You are eligible to make a claim for the

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Credit Monitoring and Insurance Services being offered through this Settlement even if you didn't sign up for the previous services. If you already have a similar service from another provider, you can request that this service start after your other service expires.

Credit Monitoring and Insurance Services are being provided by Identity Guard. These Credit Monitoring and Insurance Services include:

- Three-Bureau Credit Monitoring that provides notice of changes to your profile;
- Authentication Alerts when someone attempts to make a change to your personal account information within Identity Guard's network;
- Authentication Alerts when someone attempts to make a change to your personal account information within the covered network;
- High Risk Transaction Alerts that provide notice of high-risk transactions including but not limited to account takeovers, wire transfers, tax refunds, payday loan applications, and cell service applications;
- Dark Web Monitoring that provides notice if your Social Security number, credit card numbers, financial account numbers, health insurance number, and more are found on the Dark Web;
- Threat Alerts powered by IBM Watson that provide proactive alerts about potential threats relevant to you found by IBM Watson's AI (for example, breaches, phishing scams, and malware vulnerabilities);
- Customer Support and Victim Assistance provided by Identity Guard;
- Up to \$1 Million reimbursement insurance from AIG covering losses due to identity theft, stolen funds, etc.;
- Anti-Phishing & Safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac to help protect your computer against malicious content with an add-on for your Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash, as well as content and tracking cookies to help protect personal information.

More information about the Credit Monitoring and Insurance Services being provided by Identity Guard through this Settlement is available at www.identityguard.com/premerasettlement.

10. Tell me more about the Cash Payments for reimbursement of Out-of-Pocket Losses.

If you spent money remedying or addressing identity theft and fraud and those expenditures are plausibly traceable to the Security Incident, or you spent money to protect yourself from future harm because of the Security Incident, you may make a claim for reimbursement of up to \$10,000 in Out-of-Pocket Losses.

Out-of-Pocket Losses consist of unreimbursed losses or expenditures that you actually incurred on or after May 5, 2014 through the date of your claim submission, that are plausibly traceable to the Security Incident, including expenses related to identity theft or fraud that is traceable to the Security Incident. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card or a Social Security number due to fraud plausibly traceable to the Security Incident. Other losses or costs plausibly traceable to the Security Incident may also be eligible for reimbursement.

Out-of-Pocket Losses may include hours for time spent taking actions intended to remedy fraud, identity theft, or other misuse of your Personal Information that is plausibly traceable to the Security Incident, which may also be eligible for reimbursement. If you spent time remedying or addressing issues plausibly traceable to the Security Incident, you may submit a claim for a cash payment of \$20

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per hour for up to twenty hours of time (up to \$400) by submitting a Claim Form with Reasonable Documentation related to such lost time. If you do not provide Reasonable Documentation related to your lost time, but you have Reasonable Documentation of fraud, identity theft, or other misuses of your Personal Information traceable to the Security Incident, you may instead qualify for a cash payment of \$20 per hour for up to five hours of time (up to \$100) by self-certifying the amount of time you spent on the Claim Form. This is referred to as “Self-Certified Time.”

Claims for cash payments for Out-of-Pocket Losses must be supported by Reasonable Documentation, with the exception of claims for Self-Certified Time. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual cash payments may be adjusted *pro rata* depending on the number of Class Members that participate in the Settlement.

11. Tell me more about Default Settlement Payments.

If you do not submit a claim for Out-of-Pocket Losses, you may instead request alternative compensation of up to \$50 or more. This is referred to as the “Default Settlement Payment.” To receive the Default Settlement Payment, you must submit a Claim Form electing to receive the Default Settlement Payment, and you must verify that you are not seeking any additional compensation for Out-of-Pocket Losses.

You are not required to provide Reasonable Documentation with your Claim Form to receive the Default Settlement Payment. If you file a Claim Form for Out-of-Pocket Losses and it is rejected by the Settlement Administrator, and you do not correct it, your claim for Out-of-Pocket Losses will instead be considered a claim for the Default Settlement Payment.

Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement. Those who submit claims may also be eligible for additional payments if the entire settlement fund is not exhausted. See Question 23, below.

12. Tell me more about California Settlement Payments.

If, as of March 17, 2015, you resided in California and you received a notice from Premera that your information may have been accessed in the Security Incident, you may submit a claim for up to an additional \$50 or more as compensation under the California Confidentiality of Medical Information Act (“CMIA”).

To receive such California Settlement Payments, you must submit a Claim Form electing to receive the California Settlement Payment. Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement.

13. Tell me more about the Defendant’s remedial measures and enhanced security measures.

Premera has committed to spending \$14 million per year for three years on core cybersecurity operations, investments, and initiatives whose primary purpose is to improve or maintain information protection. This includes:

- Archiving data that has not been accessed in five years to a separate environment that is not connected to the internet.
- Encrypting Social Security number and other sensitive data.
- Increased network monitoring and logging of monitored activity.
- Annual third-party security audits.
- Stronger passwords, reduced employee access to sensitive data, and enhanced email protection.
- Operating a Cyber Security Operations Center 24x7x365.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

14. What am I giving up to get a Settlement payment or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendant and related parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called Released Claims (see next question).

15. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Premera's and these entities' respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions related to the Security Incident in the Litigation, ("Released Persons") from any and all claims and causes of action including, without limitation, any causes of action for or under 18 U.S.C. § 2701 *et seq.*, and all similar statutes in effect in any states in the United States; the Fair Credit Reporting Act, and all similar statutes in effect in any states in the United States; State Consumer Laws, as alleged in ¶ 217 of plaintiffs' First Amended Consolidated Complaint, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by or on behalf of any Representative Plaintiff or Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Security Incident and alleged theft of personal information or the allegations, facts, or circumstances described in the Litigation, and any and all "Unknown Claims" that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Class Members who have timely and properly opted out of the Settlement Agreement and thus excluded themselves from the Settlement Class.

The Released Claims do not include claims against the cyber attackers who committed the criminal acts involved in the Security Incident and persons or entities that intentionally misuse the Personal Information stolen in the Security Incident for unlawful purposes.

More information is provided in the Class Action Settlement Agreement and Release which is available at www.PremeraSettlement.com.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

16. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **March 30, 2020**. Claim Forms may be submitted online at www.PremeraSettlement.com, or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-877-202-7335 or by writing to *Premera Settlement Administrator*, P.O. Box 3607, Portland, OR 97208-3607. The quickest way to file a claim is online.

If you received a Notice by mail, use your Unique Identification Number to file your Claim Form. If you lost or do not know your Unique Identification Number, please call 1-877-202-7335 to obtain it.

You may file a claim for Credit Monitoring and Insurance Services, Out-of-Pocket Losses or the Default Settlement Payment, and a California Payment.

17. How do I make a claim for Credit Monitoring and Insurance Services?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for Credit Monitoring and Insurance Services. Simply provide your email address (optional), tear the Claim Form at the perforation and place it in the mail on or before **March 30, 2020**. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.PremeraSettlement.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is **March 30, 2020**.

18. How do I make a claim for a cash payment for reimbursement of my Out-of-Pocket Losses?

To file a claim for a cash payment of up to \$10,000 for reimbursement of Out-of-Pocket Losses, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

To file a claim for cash payment of up to \$400 for Out-of-Pocket Losses for time spent remedying or addressing issues plausibly traceable to the Security Incident, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses for time lost. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If you submitted Reasonable Documentation of fraud, identity theft, or other misuse of your Personal Information plausibly traceable to the Security Incident, but you do not provide Reasonable Documentation for time lost, you may instead file a claim for a cash payment of up to \$100 for Self-Certified Time. To file a claim for cash payment of up to \$100 for Out-of-Pocket Losses for Self-Certified Time, you must self-certify the amount of your lost time on the Claim Form.

You may file a claim for Out-of-Pocket Losses in addition to Credit Monitoring and Insurance Services and the California Settlement Payment, but you cannot make a claim for both Out-of-Pocket Losses and the Default Settlement Payment.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

If your claim for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, your claim for Out-of-Pocket Losses will instead be considered a claim for the Default Settlement Payment.

Instructions for filling out a claim for Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at www.PremeraSettlement.com.

The deadline to file a claim for Out-of-Pocket Losses is **March 30, 2020**.

19. How do I make a claim for a cash payment for the Default Settlement Payment?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for the Default Settlement Payment, Credit Monitoring and Insurance Services, and the California Settlement Payment (if applicable).

To file a claim for cash payment of up to \$50 or more for the Default Settlement Payment, you must submit a valid Claim Form electing to receive the Default Settlement Payment. You must also verify that you are not seeking any additional compensation for Out-of-Pocket Losses. Simply tear the Claim Form at the perforation and place it in the mail on or before **March 30, 2020**. If you wish to receive your payment via PayPal, Venmo, Amazon credit, or eCheck instead of a check, simply provide your email address (optional). If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for the Default Settlement Payment are included on the Claim Form. You may access the Claim Form at www.PremeraSettlement.com.

The deadline to file a claim for Default Settlement Payment is **March 30, 2020**.

You may file a claim for the Default Settlement Payment in addition to claims for Credit Monitoring and Insurance Services and for the California Settlement Payment, but you cannot make a claim for both Default Settlement Payment and Out-of-Pocket Losses.

20. How do I make a claim for a cash payment for the California Settlement Payment?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for the Default Settlement Payment or Out-of-Pocket Losses, in addition to Credit Monitoring and Insurance Services, and the California Settlement Payment (if applicable).

To file a claim for cash payment of up to \$50 or more for the California Settlement Payment, you must submit a valid Claim Form electing to receive such California Settlement Payment. Simply tear the Claim Form at the perforation and place it in the mail on or before **March 30, 2020**. If you wish to receive your payment via PayPal, Venmo, Amazon credit, or eCheck instead of a check, simply provide your email address (optional). If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for the California Settlement Payment are included on the Claim Form. You may access the Claim Form at www.PremeraSettlement.com.

The deadline to file a claim for the California Settlement Payment is **March 30, 2020**.

You may file a claim for the California Settlement Payment in addition to claims for Credit Monitoring and Insurance Services and claims for either Out-of-Pocket Losses or the Default Settlement Payment.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

21. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-877-202-7335 or by writing to:

Premera Settlement Administrator
P.O. Box 3607
Portland, OR 97208-3607

22. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a notice in the mail, keep it in a safe place as you will need the Unique Identification Number provided on the Notice to activate your Credit Monitoring and Insurance Services at the Identity Guard website.

Checks for valid claims for Out-of-Pocket Losses, Default Settlement Payments, and the California Settlement Payment will be provided by the Settlement Administrator via mail and PayPal, Venmo, Amazon credit, or eCheck after the Settlement is approved and becomes final.

It may take longer than one year for the Settlement to be approved and become final. Please be patient and check www.PremeraSettlement.com for updates.

23. What happens if money remains after all of the Settlement Claims are paid?

Any money left in the Qualified Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed among all Class Members with valid claims on a *per capita* basis. To the extent such payments do not exhaust the Qualified Settlement Fund, additional Credit Monitoring and Insurance Services will be provided to those who have filed a valid claim for such services. To the extent any money remains in the Qualified Settlement Fund and it is not economically viable to re-distribute any remaining funds to Class Members, any such residual funds will be distributed to a 26 U.S.C. § 501(c)(3) non-profit recipient, approved by the Court, or as otherwise directed by the Court.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Kim D. Stephens of Tousley Brain Stephens PLLC, James Pizzirusso of Hausfeld LLP, Tina Wolfson of Ahdoot & Wolfson, PC, Karen Hanson Reibel of Lockridge Grindal & Nauen PLLP, and Keith Dubanevich of Stoll Berne, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses in an amount up to \$14,000,000. They also will ask the Court to approve \$5,000 service awards to each of the 15 named Plaintiffs for participating in this Action and for their efforts in achieving the Settlement.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

If awarded, these amounts will be deducted from the Qualified Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement website at www.PremeraSettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at 1-877-202-7335.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

26. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *In re Premera Blue Cross Customer Data Security Litigation*, Case No. 3:15-md-2633-SI; state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a clear statement that you do not want to remain in the class, such as “I/We hereby request to be excluded from the proposed Settlement Class in *In re Premera Blue Cross Customer Data Security Litigation*, Case No. 3:15-md-2633-SI.” A valid Request for Exclusion requires you to state your full name, current mailing address, and telephone number; be physically signed by you; and contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *In re Premera Blue Cross Customer Data Security Litigation*, Case No. 3:15-md-2633-SI.” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **January 29, 2020**:

Premera Settlement Administrator
P.O. Box 3607
Portland, OR 97208-3607

You cannot exclude yourself by telephone or by e-mail.

27. If I exclude myself, can I still get Credit Monitoring and Insurance Services and a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You can only get free Credit Monitoring and Insurance Services and a cash payment if you stay in the Settlement and submit a valid Claim Form.

28. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and Released Persons for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

Questions? Go to www.PremeraSettlement.com or call 1-877-202-7335

OBJECT TO OR COMMENT ON THE SETTLEMENT

29. How do I tell the Court that I do not like the Settlement or amount of attorneys' fees?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or requested attorneys' fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must mail a letter stating that you object to the Settlement in *In re Premera Blue Cross Customer Data Security Litigation*, Case No. 3:15-md-2633-SI. Be sure to include (1) your full name, current mailing address, and telephone number; (2) a signed statement that you believe you are a member of the Settlement Class; (3) the specific reasons for which you are objecting to the Settlement; (4) all documents or writings that you wish the Court to consider; and (5) a statement indicating whether you or your attorney intends to appear at the Final Fairness Hearing. Mail your objection to both addresses listed below postmarked by **January 29, 2020**:

Clerk of the Court United States District Court District of Oregon 1000 S.W. Third Ave. Portland, OR 97204	<i>Premera Settlement Administrator</i> P.O. Box 3607 Portland, OR 97208-3607
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30. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **March 2, 2020 at 11:00 a.m.** before the Honorable Michael H. Simon, United States District Judge for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue Portland, Oregon 97204, in Courtroom 15B.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

32. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

33. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 29). Your objection must state that it is your intention to appear at

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the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in Questions 14 and 15, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the Released Persons about the legal issues in this Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.PremeraSettlement.com, by calling 1-877-202-7335 or by writing to *Premera Settlement Administrator*, P.O. Box 3607, Portland, OR 97208-3607. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Oregon or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at:

Tousley Brain Stephens PLLC c/o Premera Settlement 1700 Seventh Ave., Suite 2200 Seattle, WA 98101-4416	Hausfeld LLP c/o Premera Settlement 1700 K Street NW, Suite 650 Washington, DC 20006
Ahdoot & Wolfson, PC c/o Premera Settlement 8424 Santa Monica Blvd., Suite 575 West Hollywood, CA 90069	Lockridge Grindal & Nauen PLLP c/o Premera Settlement 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401
Stoll Berne c/o Premera Settlement 209 SW Oak Street, Suite 500 Portland, OR 97204	

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

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