

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

IN RE ANTHEM, INC. DATA BREACH
LITIGATION

Case No. 5:15-MD-02617-LHK

The Honorable Lucy H. Koh

APRIL 2018 AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

The May 31, 2017 Settlement Agreement between the Parties (as modified by the August 24, 2017 Amendment to Settlement Agreement and Release) is hereby amended as follows:

1. DEFINITIONS

Section 1.4 is amended as follows:

“Agreement” or “Settlement Agreement” means this Settlement Agreement, as amended by the August 24, 2017 Amendment to Settlement Agreement and Release, and by the April 18, 2018 Amendment to Settlement Agreement. The terms of the Settlement Agreement are set forth in this Settlement Agreement, the August 24, 2017 Amendment to Settlement Agreement and Release, the April 18, 2018 Amendment to Settlement Agreement, and the Exhibits to the Settlement Agreement, the August 24, 2017 Amendment to Settlement Agreement and Release, and the April 18, 2018 Amendment to Settlement Agreement.

4. CREDIT SERVICES

Section 4.8 is amended as follows:

In accordance with Section 7.1(i) below, if there are funds remaining in the Settlement Fund after all valid claims, expenses, and costs have been paid or reserved for, the Settlement Administrator shall use the remaining funds to pay Experian to extend Credit Services in one month increments, for up to two additional years. In accordance with Section 7.1(iii) below, if there are funds remaining in the Settlement Fund after Credit Services have been extended for two years, and any additional valid claims for Out-of-Pocket Costs in excess of \$15 million have been paid or reserved for, then the Settlement Administrator shall use the remaining funds to pay Experian to extend Credit Services in one month increments. In the event that Credit Services are extended pursuant to this Section 4.8, Experian shall notify Settlement Class Members who have submitted valid claims for Credit Services that the credit monitoring period has been extended and for how long Credit Services will be provided. The Settlement Website will also be updated to indicate that the period for provision of Credit Services has been extended, and for how long Credit Services will be provided.

6. OUT-OF-POCKET COSTS

Section 6.4 is amended as follows:

The Settlement Administrator shall reserve \$15 million from the Settlement Fund to pay Out-of-Pocket Costs and shall not pay more than that amount in the aggregate for valid Out-of-Pocket Costs, except as provided below in Section 6.4(b). Valid Out-of-Pocket Costs shall be determined and paid as soon as practicable after the Effective Date. Each Settlement Class Member who submits an Out-of-Pocket Costs Claim Form for valid Out-of-Pocket Costs shall receive a payment equal to the lesser of (i) the amount of the Settlement Class Member's valid Out-of-Pocket Costs or (ii) \$10,000.00; provided, however, that the payment may be reduced or eliminated as provided below in Sections 6.4(a)-(b).

(a) **No Residual Funds Remain Pursuant to Section 7.1(ii)**

i) If there are no residual funds in the Settlement Fund pursuant to Section 7.1(ii) below and the \$15 million reserve is insufficient to pay the total amount recoverable for Out-of-Pocket Costs Claim Forms submitted on or before the Effective Date, then the amounts recoverable for such claims shall be reduced pro rata, and Out-of-Pocket Costs Claim Forms submitted after the Effective Date shall not be processed and paid.

ii) If there are no residual funds in the Settlement Fund pursuant to Section 7.1(ii) below and the \$15 million reserve is sufficient to pay the total amount recoverable for Out-of-Pocket Costs Claim Forms submitted on or before the Effective Date, then the amounts recoverable for such claims shall be paid, and the Settlement Administrator shall process and pay Out-of-Pocket Costs Claim Forms submitted after the Effective Date in the order in which they are received, provided that the Settlement Administrator shall cease processing and paying Out-of-Pocket Costs Claim Forms once it has paid \$15 million of valid Out-of-Pocket Costs in the aggregate or all Out-of-Pocket Costs Claim Forms submitted before the Out-of-Pocket Claims deadline have been processed and paid, whichever occurs first.

(b) **Residual Funds Remain Pursuant to Section 7.1(ii)**

If there are residual funds in the Settlement Fund pursuant to Section 7.1(ii) below, then the residual funds shall be added to the \$15 million reserved to pay Out-of-Pocket Costs and disbursed as follows:

i) If the combined residual funds and \$15 million reserve is insufficient to pay the total amount recoverable for Out-of-Pocket Costs Claim Forms submitted on or before the Effective Date, then the amounts recoverable for such claims shall be reduced pro rata, and Out-of-Pocket Costs Claim Forms submitted after the Effective Date shall not be processed and paid.

ii) If the combined residual funds and \$15 million reserve exceed the total amount recoverable for Out-of-Pocket Costs Claim Forms submitted on or before the Effective Date, then the amounts recoverable for such claims shall be paid, and the Settlement Administrator shall process and pay Out-of-Pocket Costs Claim Forms submitted after the Effective Date in the

order in which they are received, provided that the Settlement Administrator shall cease processing and paying Out-of-Pocket Costs Claim Forms once it has paid an amount equal to the combined residual funds and \$15 million reserve in valid Out-of-Pocket Costs in the aggregate or all Out-of-Pocket Costs Claim Forms submitted before the Out-of-Pocket Claims deadline have been processed and paid, whichever occurs first.

(c) Exhaustion of Funds for Out-of-Pocket Costs Claims

If the funds available to pay claims for Out-of-Pocket Costs are exhausted prior to the Out-of-Pocket Claims deadline pursuant to Sections 6.4(a) or (b), the Settlement Administrator shall update the Settlement Website to reflect that Out-of-Pocket Costs Claim Forms will no longer be processed and paid.

7. RESIDUE OF SETTLEMENT FUND

Section 7.1 is amended as follows:

No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. Any residual funds remaining in the Settlement Fund after all the payments, expenses, and costs identified in Sections 1.2, 3.10, 4.6, 5.3, 10.3, 11.2, and 12.2 have been paid or reserved for, and \$15 million of the funds described in Section 6.4 have been paid or reserved for, shall be used (i) to extend the Credit Services beyond the original termination date in one month increments, up to an additional two years, but in no instance by less than one month; (ii) if funds are still remaining after extending Credit Services for an additional two years, to supplement the \$15 million reserved to pay Out-of-Pocket Costs as described in Section 6.4(b) above; and (iii) if funds are still remaining after extending Credit Services for an additional two years and paying recoverable Out-of-Pocket Costs as described in Section 6.4(b) above, to extend the Credit Services in one month increments beyond the additional two years, but in no instance by less than one month. If all Out-of-Pocket Costs Claim Forms submitted before the Out-of-Pocket Claims deadline have been processed and paid and there are funds remaining in the \$15 million Out-of-Pocket Costs reserve, those funds will be added to the residual funds for extension of Credit Services as set forth in Section 4.8 and subsections 7.1(i) or 7.1(iii). If at any point, the residual funds referenced in subsection 7.1(i) or 7.1(iii) become insufficient to extend the Credit Services for a full one month increment, such remaining funds shall be subject to a cy pres distribution to the Center for Education and Research in Information Assurance Security at Purdue University and the Electronic Frontier Foundation, to be divided equally between them.

9. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

The heading of Section 9 of the Agreement shall be amended to read: “CLASS NOTICE, OPT-OUTS, OBJECTIONS, AND OPT-INS”

Section 9.8 shall be added as follows:

The Settlement Administrator shall, within 10 business days of entry of the Final Approval Order and Judgment, mail the Opt-In Letter attached as Exhibit 13 to each individual who timely submitted a written request for exclusion from the Class. The Opt-In Letter shall: (i) advise such individuals about the changes to the Settlement Agreement since Notice was disseminated, including a summary of the provisions of Sections 4.8, 6.4(b), and 7.1 above; (ii) advise such individuals how they can withdraw their prior written request for exclusion; and (iii) provide instructions for how they can submit a Claim Form for Credit Services or Alternative Compensation and for Out-of-Pocket Costs. Such individuals shall be given thirty (30) days from the mailing of the Opt-In Letter to withdraw their prior written requests for exclusion and submit a Claim Form for Credit Services or Alternative Compensation on the Form attached as Exhibit 14. Out-of-Pocket Costs Claim Forms may be submitted at any time on or before the date that is one (1) year after entry of the Final Approval Order and Judgment.

Exhibit 4 – Notice Plan

The fourth solid bullet in the Mailed Notice section on page 13 of the Notice Plan, Exhibit 4 to the Agreement, is amended as follows:

- Notices returned as undeliverable will be re-mailed to any address available through postal service information until the deadline for submitting a Claim Form selecting Credit Services or Alternative Compensation has passed, after which no Notices returned as undeliverable will be re-mailed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Name: Eve Cervantez, Altshuler Berzon LLP
Title: Co-Lead Plaintiffs' Counsel
Date:

Name: Andrew N. Friedman, Cohen Milstein Sellers & Toll PLLC
Title: Co-Lead Plaintiffs' Counsel
Date:

Name: Craig Hoover, Hogan Lovells US LLP
Title: Attorneys for Defendants Anthem, Inc.; Blue Cross and Blue Shield of Georgia, Inc.; Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.; Anthem Insurance Companies, Inc.; Blue Cross of California; Anthem Blue Cross Life and Health Insurance Company; Rocky Mountain Hospital and Medical Service, Inc.; Anthem Health Plans, Inc.; Anthem Health Plans of Kentucky, Inc.; Anthem Health Plans of Maine, Inc.; HMO Missouri, Inc.; RightCHOICE Managed Care, Inc.; Healthy Alliance Life Insurance Company; Anthem Health Plans of New Hampshire, Inc.; Empire HealthChoice Assurance, Inc.; Community Insurance Company; Anthem Health Plans of Virginia, Inc.; HealthKeepers, Inc.; Blue Cross Blue Shield of Wisconsin; CompCare Health Services Insurance Corporation; Amerigroup Corporation; Amerigroup Services, Inc.; Amerigroup Kansas, Inc.; Amerigroup Washington, Inc.; HealthLink, Inc.; UniCare Life & Health Insurance Company; CareMore Health Plan; The Anthem Companies, Inc.; The Anthem Companies of California, Inc.; Blue Cross and Blue Shield of Alabama; US Able Mutual Insurance Company, d/b/a Arkansas Blue Cross and Blue Shield; California Physicians' Service d/b/a Blue Shield of California; Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue; CareFirst of Maryland, Inc.; Blue Cross and Blue Shield of Massachusetts, Inc.; Blue Cross and Blue Shield of Michigan; BCBSM, Inc. d/b/a Blue Cross and Blue Shield of Minnesota; Horizon Healthcare Services, Inc.; Blue Cross and Blue Shield of North Carolina; Highmark Inc. f/k/a Highmark Health Services; Blue Cross and Blue Shield of Vermont; and Health Care Service Corporation, a Mutual Legal Reserve Company
Date:

Name: Brian Kavanaugh, Kirkland & Ellis LLP
Title: Attorneys for Defendants The Blue Cross and Blue Shield Association and Health Care Service Corporation, a Mutual Legal Reserve Company
Date: