

## Notice of Anthem Data Breach Class Action Settlement

This is a Court approved Legal Notice. This is not an advertisement.

### **Important Information – Read This Entire Notice Carefully**

A Class Action Settlement has been proposed in litigation against Anthem, Inc. (“Anthem”) and other health benefit companies (together, called “Defendants” in this notice), relating to the data breach that Anthem announced in February 2015 (“the Data Breach”). If you received a notice from Anthem about the Data Breach or if your personal information was taken during the Data Breach, you are a “Settlement Class Member.”

Under the Settlement, Anthem has agreed to make changes to its business practices that will improve the security of its customers’ personal information stored on its databases. Defendants will also establish a \$115 million Settlement Fund to pay for credit monitoring services to protect Settlement Class Members from future harm or for an alternative cash payment for those who verify they already have credit monitoring or identity protection, as well as for demonstrated out-of-pocket losses. The Settlement Fund will also pay for the costs of the settlement administration, and court-approved attorneys’ fees and expenses and service awards for named Plaintiffs. In exchange, Settlement Class Members will release any and all claims they may have against Defendants and every other person or entity (with certain limited exceptions) related to the Data Breach as described in detail below.

### **Settlement Class Members May Act Now To Protect Themselves From Possible Harm Resulting From The Data Breach**

Settlement Class Members are encouraged to submit a claim to receive at least two years of future credit monitoring services. If you already have credit monitoring services, you may still sign up for this additional protection.

Alternatively, if you verify that you already have a credit monitoring service that you will keep for at least one year, you may submit a claim for a cash payment of up to \$36 (payment may be less than \$36 depending on participation in the Settlement) instead of receiving credit monitoring services through the Settlement.

You may additionally provide documentation or proof to receive reimbursement of up to \$10,000 in out-of-pocket losses that you believe you suffered or are suffering because of the Data Breach.

You may access Fraud Resolution Services after the Settlement becomes final, whether or not you make a claim. Fraud Resolution Services will not be available until after the Effective Date. The earliest possible Effective Date is March 5, 2018. Please check [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com) or call toll-free 1-855-636-6136 after March 5, 2018, to determine whether the Effective Date has occurred, and to obtain instructions on how to access the Fraud Resolution Services.

If approved, the proposed Settlement will resolve the litigation entitled *In re Anthem, Inc. Data Breach Litigation*, Case No. 15-md-02617, before Judge Lucy H. Koh in the Northern District of California. The Court must decide whether to finally approve the Settlement. No Credit Monitoring Services or Fraud Resolution Services will be provided and no payments will be made until the Settlement becomes final. The class action settlement approval process may take more than one year.

### **Please read this Notice carefully.**

**This Settlement affects your legal rights even if you do nothing.**  
Questions? Go to [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com) or call 1-855-636-6136.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>FILE A CLAIM FOR CREDIT SERVICES OR ALTERNATIVE COMPENSATION</b></p>	<p>You must make a claim in order to receive either Credit Monitoring Services or Alternative Compensation.</p> <p>For detailed information about how to file a claim for Credit Monitoring Services or Alternative Compensation, see Questions 11 and 15.</p>	<p align="center">Deadline: January 29, 2018</p>
<p><b>FILE A CLAIM FOR OUT-OF-POCKET COSTS</b></p>	<p>You must make a claim in order to receive reimbursement for Out-Of-Pocket Costs. You may claim both Out-of-Pocket Costs and either Credit Monitoring Services or Alternative Compensation.</p> <p>For detailed information about how to file a claim for Out-of-Pocket Costs, see Questions 14 and 16.</p>	<p align="center">Deadline: As soon as possible, but no later than one year after Final Approval. The Final Approval date is estimated to be on or around February 1, 2018.</p>
<p><b>ACCESS FRAUD RESOLUTION SERVICES</b></p>	<p>You may access Fraud Resolution Services using your Engagement Number after the Settlement becomes final, whether or not you make a claim.</p> <p>To learn more about Fraud Resolution Services, see Question 13.</p>	<p align="center">No Deadline</p>
<p><b>OBJECT OR COMMENT ON THE SETTLEMENT</b></p>	<p>You may object to the Settlement by writing to the Court and informing it why you don't think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.</p> <p>For detailed information about how to object to or comment on the Settlement, see Question 21.</p>	<p align="center">Deadline: December 29, 2017</p>
<p><b>GO TO THE "FINAL APPROVAL HEARING"</b></p>	<p>You may, but are not required to, attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment.</p>	<p align="center">Hearing Date: February 1, 2018, at 1:30 p.m.</p>
<p><b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b></p>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to "opt-out" of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to sue Anthem and the other Defendants in this lawsuit, or any other person or entity (with certain limited exceptions), for claims related to the Data Breach. If you exclude yourself, however, you will not be eligible to receive Credit Monitoring Services, Alternative Compensation, or Out-Of-Pocket Costs.</p>	<p align="center">Deadline: December 29, 2017</p>
<p><b>DO NOTHING</b></p>	<p>If you do nothing, you will not be eligible to receive Credit Monitoring Services, Alternative Compensation, or Out-Of-Pocket Costs. However, if the Settlement becomes final, you will give up your rights to sue Defendants and every other person or entity (with certain limited exceptions) regarding the Data Breach, as described in detail below. You can still access the Fraud Resolution Services provided by the Settlement.</p>	<p align="center">No Deadline</p>

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**Questions? Go to [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com) or call 1-855-636-6136.**

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## BACKGROUND INFORMATION

### 1. Why is there a notice?

A Court authorized this notice because you have a right to know how the proposed Settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed Settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

### 2. What is this litigation about?

In February 2015, Anthem announced that it had been the subject of a cyberattack which resulted in the theft of information stored in Anthem's databases concerning approximately 79 million people (the "Data Breach"). The information taken in this Data Breach may have included names, dates of birth, Social Security numbers, health care ID numbers, home addresses, email addresses, and employment information, including income data.

The lawsuit was brought on behalf of the individuals impacted by the Data Breach against Anthem, its subsidiaries and affiliates, and certain Blue Cross and Blue Shield companies who had members with data stored on Anthem's databases that was taken in the Data Breach, even though they were not Anthem members. The Plaintiffs claim that Defendants failed to adequately protect their personal information and that they were injured as a result. Defendants deny 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. The current, most recent, complaint filed in this litigation, which describes the specific legal claims alleged by the Plaintiffs, each individual Defendant named in the lawsuit, and the relief sought in litigation, is available at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com).

### 3. Who are the Defendants in the lawsuit?

The Defendants are Anthem Inc., its subsidiaries and affiliates, and certain Blue Cross and Blue Shield companies that are not Anthem affiliates. There are many of these entities named in this litigation because of its nationwide scope, and because Anthem has numerous state-specific entities. Anthem is one of the largest health benefits and health insurance companies in the United States. Anthem serves its medical members through fourteen Blue Cross Blue Shield entities, as well as numerous non-Blue Cross Blue Shield entities, such as Amerigroup Corporation, CareMore Health Group, Inc., HealthLink, and UniCare. Here is the full list of Anthem, Inc. affiliated health plans that are Defendants in this case:

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.; and The Anthem Companies of California, Inc.

The Defendants also include The Blue Cross and Blue Shield Association and Blue Cross and/or Blue Shield licensees who had members with data stored on the Anthem database that was taken in the cyberattack, including: Blue Cross and Blue Shield of Alabama; USABLE 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.

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#### 4. Why is this a class action?

Even if you have not filed your own lawsuit against Defendants regarding the Data Breach, you can obtain the benefits provided by this Settlement because the litigation is proceeding as a class action.

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, the more than 100 people who named themselves as Plaintiffs in the consolidated class action complaint against Defendants will serve as “Settlement Class Representatives” to represent not only their personal interests, but the interests of all the Settlement Class Members. Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Breach.

#### 5. Why is there a Settlement?

Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Settlement Class Representatives and the attorneys for the Settlement Class (“Class Counsel,” *see* Question 7) believe that the Settlement is in the best interests of the Settlement Class Members.

### SETTLEMENT CLASS MEMBERSHIP

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

You are a Settlement Class Member, and you are affected by this Settlement, if:

- You received a notice from Anthem concerning the Data Breach that was announced in February 2015;
- or*
- Your personal information was taken during the Data Breach, and is included in Anthem’s Member Impact Database.

However, the following entities and individuals are **not** Settlement Class Members:

- The Defendants, any entity in which the Defendants have a controlling interest, and the Defendants’ officers, directors, legal representatives, successors, subsidiaries, and assigns;
- Any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; and
- Any individual who timely and validly opts-out from the Settlement Class.

If you received a postcard Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member.

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement website at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com), or call the Settlement toll free number at 1-855-636-6136, to ask the Settlement Administrator to tell you whether or not you are a Settlement Class Member.

## THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

### 7. Do I have a lawyer in the case?

Yes. The Court appointed as “Class Counsel” Eve Cervantez of Altshuler Berzon LLP; Andrew N. Friedman of Cohen Milstein Sellers & Toll PLLC; Michael W. Sobol of Lieff Cabraser Heimann & Bernstein LLP; and Eric Gibbs of Girard Gibbs LLP to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 8. How will Class Counsel be paid?

Class Counsel will make an application to be paid from the Settlement Fund, which must be approved by the Court. The Settlement Agreement permits Class Counsel to apply for a fee award of up to one-third of the Settlement Fund, or up to \$37.95 million, and reimbursement of expenses of up to \$3 million.

Class Counsel will also ask the Court to approve Service Payments of up to \$597,500 in total to compensate the Settlement Class Representatives. For the 29 Settlement Class Representatives whose personal devices were forensically imaged and examined as part of discovery in this lawsuit, the request will be \$7,500 each. For the other 76 Settlement Class Representatives who participated in discovery about their claims and/or about their minor child(ren)’s claims, the request will be \$5,000 each.

Defendants have agreed that they will not oppose these requests. The Court will decide the attorneys’ fees and expenses, and Service Payments to be awarded. Any attorneys’ fees and expenses or Service Payments awarded will be paid from the \$115 million Settlement Fund. Class Counsel’s application for attorneys’ fees, expenses, and Service Payments will be made available on the Settlement website at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.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 1-855-636-6136.

## BENEFITS FOR SETTLEMENT CLASS MEMBERS

### 9. What benefits does the Settlement provide?

The Settlement provides the following benefits to Settlement Class Members:

- Data Security Practice Changes and Commitments by Anthem (See Question 10);
- Free Credit Monitoring Services (See Questions 11, 15);
- Cash Payment as an Alternative to Free Credit Monitoring Services (See Questions 12, 15);
- Free Fraud Resolution Services (See Question 13);
- Cash Reimbursement for Out-Of-Pocket Losses (See Questions 14, 16).

## **10. Will the Settlement help protect data stored by Anthem from another data breach?**

### **Settlement Benefit: Data Security Practice Changes and Commitments by Anthem**

Anthem will enhance its information security practices to help protect the personal information stored on its databases from another cyberattack. This will include archiving databases with strict access controls and monitoring requirements, strengthening various data security controls, encrypting certain information, and guaranteeing a specified level of funding for Anthem's information security.

Anthem will maintain the specific practice changes agreed to in the Settlement for at least three years from the date the Court gives Final Approval to the Settlement. An independent consultant will monitor Anthem's compliance with these business practice commitments, and the consultant will provide an assessment of Anthem's compliance to Class Counsel annually, after the Settlement becomes final.

## **11. Will the Settlement help protect me against future identity theft and fraud?**

### **Settlement Benefit: Free Credit Monitoring Services**

The Settlement provides a way to protect yourself from unauthorized use of your personal information. Settlement Class Members are encouraged to submit a claim to receive at least two years of future Credit Monitoring Services. If you already have credit monitoring services, you may still sign up for this additional protection.

The Credit Monitoring Services provided by the Settlement are separate from, and in addition to, the two years of credit monitoring and identity protection services offered through AllClear ID by Anthem starting in 2015, which expired in 2017. You need not have signed up for the previous services to be eligible to make a claim for the Credit Monitoring Services being offered through this Settlement.

Credit Monitoring Services will be provided for an initial period of two years. Credit Monitoring Services may be automatically extended to Settlement Class Members for a period longer than two years if there are sufficient funds left in the Settlement Fund. More detail about how Credit Monitoring Services could be extended longer than two years is available in Question 19.

Credit Monitoring Services are being provided by Experian. The features of these Credit Monitoring Services include:

- Daily credit monitoring of the Settlement Class Members' credit file at all three major credit reporting agencies (Experian, Equifax & TransUnion);
- An Experian Credit Report Upon Enrollment;
- A subsequent, updated Experian Credit Report available at the Settlement Class Members' election as often as daily (online);
- ID Theft Insurance, which covers certain identity theft related expenses incurred by Settlement Class Members up to a limit of \$1 million;
- Internet Surveillance, which includes monitoring of the "dark web" for Settlement Class Members' personal information;
- Identity Validation monitoring and alerts to notify Settlement Class Members in the event their identity has been verified across the Experian identity network;
- Identity Monitoring of minors under the age of 18 (through their parents or legal guardian), including Social Security number trace, internet surveillance, identity restoration, and identity theft insurance; and
- Fraud Resolution Services that provide professional fraud resolution assistance to Settlement Class Members who experience identity theft or fraud, helping them with identity recovery and restoration.

Experian has established an informational Internet web page for the Credit Monitoring Services being offered through this Settlement which can be found at: [www.experianidworks.com/anthem](http://www.experianidworks.com/anthem).

**12. What if I already have protection against identity theft and fraud and I don't want more?**

**Settlement Benefit: Cash Payment As An Alternative to Free Credit Monitoring Services**

If you do not need identity theft and fraud protection from the Settlement because you already have credit monitoring or protection services and you certify that you will keep them until at least October 30, 2018, you may claim a cash payment instead of additional credit monitoring, by filing an Alternative Compensation Claim.

The funds available to pay Alternative Compensation Claims depend on how much money is left in the Settlement Fund after other claims and costs. The amount of the Alternative Compensation payments may be as much as \$36 per claimant. In the event that there is not enough money available in the Settlement Fund to pay \$36 for each valid Alternative Compensation claim, Alternative Compensation payments will be reduced proportionately. In the event that the total of all valid Alternative Compensation Claims for \$36 adds up to less than \$13 million, payments will be increased to up to \$50 per claimant. Because the funds available for Alternative Compensation Claims depend on how much money is left in the Settlement Fund after other claims and costs, and the payment amount depends on the number of Alternative Compensation Claims that are approved, **nobody can know in advance how much the payment will be.**

**13. Will the Settlement help me deal with identity theft or fraud if it happens?**

**Settlement Benefit: Fraud Resolution Services**

Recovering from fraud or identity theft is a time-consuming, costly affair for anyone going through it alone. Whether or not you make a claim, the Settlement provides help if it happens to you.

All Settlement Class Members will receive access to Fraud Resolution Services through Experian after the Settlement becomes final. Fraud Resolution Specialists will be available by telephone, email, and mail to help you with important but time-consuming tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on your credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. More details about Experian's Fraud Resolution Services for Settlement Class Members are available at [www.experianidworks.com/anthem](http://www.experianidworks.com/anthem).

All Settlement Class Members may access Fraud Resolution Services after the Settlement becomes final, even if you never make a claim from this Settlement. Fraud Resolution Services will not be available until after the Effective Date. The earliest possible Effective Date is March 5, 2018. Please check [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com) or call toll-free 1-855-636-6136 after March 5, 2018, to determine whether the Effective Date has occurred, and to obtain an Engagement Number and instructions on how to access the Fraud Resolution Services.



**14. Will the Settlement pay me back for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?**

**Settlement Benefit: Reimbursement for Out-of-Pocket Losses**

If you spent time or money to address fraud or identity theft that you believe was related to the Data Breach, or to protect yourself from future harm, then you may make a documented claim for reimbursement. The Settlement reserves a fund of \$15 million to pay all valid Out-of-Pocket Costs Claims of all Settlement Class Members, and each individual claim may not exceed \$10,000. Claims received on or before the Effective Date will be processed together. The earliest possible Effective Date is March 5, 2018. If the total amount of all approved claims received on or before the Effective Date exceeds \$15 million, then approved claims will not be paid in full. Instead, the amount of each claim will be reduced proportionally (by a percentage) until the total amount of all approved claims is equal to \$15 million.

After the Effective Date, if \$15 million has not already been claimed for Out-of-Pocket Costs, claims will be processed in the order they are received, **on a first-come first-served basis**, through one year after the Final Approval Date. The Final Approval Date is estimated to be on or around February 1, 2018. Once the \$15 million fund is exhausted, no more claims for Out-Of-Pocket Costs will be paid.

Out-of-Pocket Losses that are eligible for reimbursement through the Settlement include the following costs incurred after January 2015:

- The costs of credit monitoring or identity protection services you obtained (up to the date on which Credit Monitoring Services become available through this Settlement).
- Unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft connected with the possible misuse of your Social Security number, date of birth, email address, address, income and employment information, or health care ID number.
- Professional fees and other costs incurred addressing identity fraud or theft, including falsified tax returns or other identity fraud or theft connected with the possible misuse of your Social Security number, date of birth, email address, address, income and employment information, or health care ID number.
- Costs associated with credit freezes.
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance charges that you show were incurred in connection with identity fraud or theft connected with the possible misuse of your Social Security number, date of birth, email address, address, income and employment information, or health care ID number.
- If you can adequately document identity fraud or theft connected with the possible misuse of your Social Security number, date of birth, email address, address, income and employment information, or health care ID number, you may be eligible for reimbursement of up to ten hours of time spent remedying issues related to the Data Breach (calculated at \$15 per hour, or time off work at your documented hourly wage, whichever is greater).

This list provides examples only, and other losses or costs due to the Data Breach may also be eligible for reimbursement. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.**

The Settlement Administrator has the sole authority to determine the validity of claims for Out-Of-Pocket Costs. Only valid claims will be paid.

The deadline to file an Out-of-Pocket Costs Claim will be one year after the Settlement is finally approved. The Final Approval Date is estimated to be on or around February 1, 2018. **Out-of-Pocket Costs Claims received after \$15 million has already been claimed will be denied.**

## HOW TO FILE A CLAIM

### 15. How do I file a claim for Credit Monitoring Services or Alternative Compensation?

To obtain Credit Monitoring Services or to claim a cash payment if you verify that you already have such protection until at least October 30, 2018, you need to file a claim form. There are two options to file your claim:

(1) **File Online:** You may fill out and submit the claim form online at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com). This is the quickest way to file a claim.

(2) **File by Mail:** Alternatively, to claim Credit Monitoring Services, you may simply tear off the claim form attached to the postcard Notice you received in the mail, fill it out, and mail it to the address on the form. If you did not receive a postcard Notice, or if you lost it, or if you want to file a claim for Alternative Compensation rather than for Credit Monitoring Services, you can download a hard copy of the claim form (available at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com)), or ask the Settlement Administrator to mail a claim form to you by calling 1-855-636-6136. Fill out your claim form, and mail it (including postage) to: *In re Anthem, Inc. Data Breach Litigation*, P.O. Box 404012, Louisville, KY 40233-9821.

The deadline to file a Credit Monitoring Services or Alternative Compensation Claim is January 29, 2018 (this is the last day to file online and postmark deadline for mailed claims).

Instructions for filling out a Credit Monitoring Services or Alternative Compensation Claim form are included on that form. You may choose either Credit Monitoring Services *or* Alternative Compensation, not both.

You may access the Claim Form and view a video on how to file a claim [Here](#).

### 16. How do I file a claim for Reimbursement of Out-of-Pocket Costs?

To file a claim for reimbursement of expenses or up to ten hours of time you believe you lost due to the Data Breach, you need to file an Out-of-Pocket Costs Claim form and submit documentation and an attestation regarding the costs and losses that you incurred. There are two options for filing claims:

(1) **File by Mail:** Download a hard copy of the claim form (at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com)) or ask the Settlement Administrator to mail a claim form to you by calling 1-855-636-6136, fill it out, and mail it (including postage) to: *In re Anthem, Inc. Data Breach Litigation*, P.O. Box 404012, Louisville, KY 40233-9821; or

(2) **File Online:** Alternatively, you may fill out and submit the claim form and the required documentation online at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com).

The deadline to file an Out-of-Pocket Costs Claim is one year after the Final Approval Date (this is the last day to file online and postmark deadline for mailed claims), and the Final Approval Date is estimated to be on or around February 1, 2018. However, claims received by the Effective Date will receive priority. The earliest possible Effective Date is March 5, 2018.

Instructions for filing out an Out-of-Pocket Costs Claim form are included on that form. You may file a claim for Reimbursement of Out-of-Pocket Costs in addition to filing a separate claim for Credit Monitoring Services or Alternative Compensation.

You may access the Claim Form and view a video on how to file a claim [Here](#).

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

Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Settlement becomes final. This process may take longer than one year. Please be patient.

If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring. The Settlement Administrator will provide you with an activation code which you will use at the Experian website to activate your Credit Monitoring Services.

Checks for valid Alternative Compensation and Out-of-Pocket Costs Claims will be mailed by the Settlement Administrator to the mailing address that you provide, or sent to you via PayPal, if you file your claim electronically and choose PayPal on your claim form(s).

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

If, after you submit a claim form, you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. Notify the Settlement Administrator of any changes to your mailing address or email address by writing:

*In re Anthem, Inc. Data Breach Litigation*  
P.O. Box 404012  
Louisville, KY 40233-9821

**19. What happens if some of the money from this Settlement is not claimed?**

None of the money in the \$115 million Settlement Fund will be paid back to Defendants if the Settlement becomes final. The Settlement Fund will be used to pay for Credit Monitoring Services, Fraud Resolution Services, Alternative Compensation payments, Out-Of-Pocket Costs payments, Settlement administration costs, Class Counsel's fees and expenses, and Service Payments to the Settlement Class Representatives.

Any money left in the Settlement Fund after these expenditures will be used to extend the time period for the Credit Monitoring Services claims, i.e. credit monitoring beyond the initial, guaranteed two years, up to four years in total.

If there is not enough money to extend Credit Monitoring Services by at least one month, or, if funds are left over after Credit Monitoring Services have been extended for as many full months as possible, the remaining funds will be distributed in equal parts to non-profit organizations, or "Cy Pres Recipients." The Cy Pres Recipients are: the Center for Education and Research in Information Assurance Security at Purdue University and the Electronic Frontier Foundation.

## LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

### **20. What am I giving up to stay in the Settlement Class?**

If you make a claim, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against all of the Defendants and every other person or entity (except the cyber attackers who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the Personal Information stolen in the Data Breach for unlawful purposes) when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file lawsuits against, or seek further compensation from, the Defendants and every other person or entity (except the cyber attackers who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the Personal Information stolen in the Data Breach for unlawful purposes) for any harm related to the Data Breach—whether or not you are currently aware of those claims. Unless you exclude yourself from the Settlement (see Questions 26-29), all of the orders and decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and accompanying Court orders, and cannot bring a lawsuit, or be part of another lawsuit against Defendants or any other person or entity (except the cyber attackers who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the Personal Information stolen in the Data Breach for unlawful purposes) relating to the Data Breach.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement are set forth in Sections 1.32, 1.44, and 13.1-13.3 of the Settlement Agreement, as well as the Amendment to Section 13.1 of the Settlement Agreement. If you have any questions or concerns about the release, you should access the Settlement Agreement and read the specific details of the legal claims being released at [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com). You also may contact the Settlement Administrator with questions (see Question 31 for contact information).

## OBJECTING TO OR COMMENTING ON THE SETTLEMENT

### **21. How do I tell the Court that I like the Settlement, or that I don't like the Settlement?**

If you do not exclude yourself, you can comment on, or object to, the Settlement, Class Counsel's request for attorneys' fees and expenses, and/or the request for Service Payments for the Settlement Class Representatives.

Filing an objection means asking the Court to deny approval to the Settlement. You can't ask the Court to order a larger settlement—it can only approve or deny the Settlement. If the Court denies approval, no Credit Monitoring Services or Fraud Resolution Services will be provided, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may so state in an objection.

If you choose to make an objection or comment, it must be in writing and contain the following:

- a. The name and case number of this lawsuit (*In re Anthem, Inc. Data Breach Litigation*, case number 15-md-02617);
- b. Your full name and mailing address, and email address or telephone number;
- c. An explanation of why you believe you are a Settlement Class Member;
- d. All reasons for your objection or comment;
- e. A statement identifying the number of class action settlements you have objected to in the last three years;
- f. Whether you intend to personally appear and/or testify at the Final Approval Hearing;
- g. The name and contact information of any and all attorneys representing, advising, or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment;
- h. Whether any attorney will appear on your behalf at the Final Approval Hearing, and if so the identity of that attorney;
- i. The identity of any persons who wish to be called to testify at the Final Approval Hearing; and
- j. Your handwritten or electronically imaged written (e.g. “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

To be considered by the Court, your objection must be either (1) filed at any location of the United States District Court for the Northern District of California on or before December 29, 2017, or (2) mailed, postmarked no later than December 29, 2017, to the following two recipients at these addresses:

THE COURT	THE SETTLEMENT ADMINISTRATOR
Judge Koh Case System Administrator United States Courthouse 280 South 1st Street, Room 2112 San Jose, CA 95113	<i>In re Anthem, Inc. Data Breach Litigation</i> P.O. Box 404012 Louisville, KY 40233-9821

**22. What is the difference between objecting and excluding myself?**

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and don’t want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

## FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at 1:30 p.m. on February 1, 2018 in Courtroom 8 of the United States Courthouse, 280 South 1st Street, 4th Floor, San Jose, CA 95113. The hearing may be postponed to a different date or time or location without notice. Please check [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com), or Judge Lucy H. Koh's Calendar at <http://www.cand.uscourts.gov/lhk> for any updates about the Settlement or the Final Approval Hearing. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website or the Court's Calendar will be the only way you will be informed of the change.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (*see* Question 21). The Court may also consider Class Counsel's application for attorneys' fees, costs, and expenses and for Service Payments. After the hearing, the Court will decide whether to approve the Settlement.

### 24. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

### 25. May I speak at the hearing?

At that hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in response to Question 21, you may speak at the Final Approval Hearing if you have (a) mailed your written comment or objection to the appropriate recipient on or before the postmark deadline, and (b) identified in your comment or objection whether you intend to appear at the Final Approval Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 26. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Defendants and other persons or entities based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (sometimes called "opting out"). If you exclude yourself, however, you will not be eligible to receive Credit Monitoring Services, Alternative Compensation, or Out-Of-Pocket Costs.

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to do so. Your exclusion letter must include:

- a. The name and case number of this lawsuit (*In re Anthem, Inc. Data Breach Litigation*, case number 15-md-02617);
- b. Your full name and mailing address, and email address or telephone number;
- c. An explanation of why you believe you are a Settlement Class Member;
- d. The words “Notification of Exclusion” or a statement that you want to be excluded from the Settlement; and
- e. Your handwritten or electronically imaged written (e.g. “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

You must mail your exclusion letter, postmarked no later than December 29, 2017, to:

*In re Anthem, Inc. Data Breach Litigation*  
P.O. Box 404032  
Louisville, KY 40233-4032

You cannot exclude yourself by mailing a notification to any other location or after the deadline of December 29, 2017. You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid.

If you submit a claim for Credit Monitoring Services, Alternative Compensation, or Out-of-Pocket Costs and you **also** submit a request for exclusion, the request for exclusion will be deemed invalid.

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

No. Unless you exclude yourself, you will give up your rights to sue Defendants and every other person or entity (with certain limited exceptions), regarding the Data Breach, as described in detail above.

**28. If I exclude myself, can I still get the Settlement benefits?**

No. You will not be eligible to receive any Credit Monitoring Services, Fraud Resolution Services, or compensation from the Settlement if you exclude yourself.

**29. If I exclude myself, am I still represented by Class Counsel?**

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

## DOING NOTHING

### 30. What happens if I do nothing?

If you do nothing, you will not be eligible to receive any Credit Monitoring Services or compensation from the Settlement, and if the Settlement becomes final, you will give up your rights to sue Defendants and every other person or entity (with certain limited exceptions) regarding the Data Breach, as described in detail above. You can still take advantage of the Fraud Resolution Services provided by the Settlement (see Question 13).

## GETTING MORE INFORMATION

### 31. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting [www.DataBreach-Settlement.com](http://www.DataBreach-Settlement.com).

All of the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. This case is called *In re Anthem, Inc. Data Breach Litigation*, and the case number is 15-md-02617. You may obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free 1-855-636-6136 or writing to the Settlement Administrator at *In re Anthem, Inc. Data Breach Litigation*, P.O. Box 404012, Louisville, KY 40233-9821.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.