

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

THE SHANE GROUP, INC., *et al.*,

Plaintiffs, on behalf of themselves
and all others similarly situated,

v.

BLUE CROSS BLUE SHIELD OF
MICHIGAN,

Defendant.

Civil Action No. 2:10-cv-14360-DPH-
MKM

Judge Denise Page Hood

Magistrate Judge Mona K. Majzoub

**PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT
AND PLAN OF ALLOCATION**

For the reasons set forth in the attached Memorandum of Law in support of this Motion, Plaintiffs The Shane Group, Inc., Bradley A. Veneberg, Michigan Regional Council of Carpenters Employee Benefits Fund, Abatement Workers National Health and Welfare Fund, Monroe Plumbers & Pipefitter Local 671 Welfare Fund, Scott Steele, Anne Patrice Noah, and Susan Baynard submit this Motion for Final Approval of Settlement and Plan of Allocation, and respectfully request that the Court enter the Proposed Final Approval Order, which was attached to the parties' Settlement Agreement and is attached here as Exhibit A.

Dated: October 16, 2018

Respectfully submitted,

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION
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Fed. R. Civ. P. 23(e)

STATEMENT OF ISSUES PRESENTED

1. Is the Settlement fair, reasonable, and adequate?

Class Counsel's answer: **Yes.**

2. Is the Plan of Allocation fair, reasonable, and adequate?

Class Counsel's answer: **Yes.**

On June 23, 2014, Plaintiffs¹ and Blue Cross Blue Shield of Michigan (“BCBSM”) entered into a settlement agreement (“Settlement”) to resolve allegations that BCBSM violated antitrust laws and inflated prices for medical care at certain Michigan hospitals. On June 26, 2014, the Court preliminarily approved the Settlement, and Plaintiffs subsequently provided notice of the Settlement to millions of Class members. In response, three objections to the Settlement were filed. Those objections argued, among other things, that lack of access to sealed pleadings had materially impaired the ability of Class members to assess the Settlement’s fairness. On March 31, 2015, after conducting an extensive fairness hearing, the Court denied those objections and finally approved the Settlement. However, the Court of Appeals for the Sixth Circuit vacated the approval, holding that Class members’ lack of access to sealed pleadings prevented meaningful participation in the objection process.² *Shane Group, Inc. v. Blue Cross Blue Shield*

¹ Plaintiffs are The Shane Group, Inc., Michigan Regional Council of Carpenters Employee Benefits Fund, Abatement Workers National Health and Welfare Fund, Monroe Plumbers & Pipefitter Local 671 Welfare Fund, Susan Baynard, Anne Patrice Noah, Bradley Veneberg, and Scott Steele.

² In addition to vacating the approval due to the improper sealing of documents, the Sixth Circuit addressed certain “omissions” in order to “guide the proceedings on remand.” *Shane Group*, 825 F.3d at 309-311. The particular “omissions” that relate to attorneys’ fees and incentive awards are addressed in Class Counsel’s Motion for Award of Attorneys’ Fees, Reimbursement of Expenses, and Payment of Incentive Awards to Class Representatives, and the reply brief in support of that motion. *See* Dkt. Nos. 336 and 350.

of Mich., 825 F.3d 299, 309 (6th Cir. 2016).

In response to the Sixth Circuit's opinion this Court unsealed nearly *all* of the sealed documents in the case. Following the unsealing of documents, on April 17, 2018, the Court again preliminary approved the Settlement and ordered the parties to distribute revised notices of the Settlement to Class members. Dkt. No. 323. Those revised notices specifically informed Class members that, among other things, previously sealed information is now publicly available and provided a new deadline for Class members to object or opt out.

Plaintiffs respectfully move for final approval of the Settlement again. Nothing has changed that would warrant the Court reversing its conclusion three and a half years ago that the settlement is fair, reasonable and adequate. On the contrary, the arguments in favor of final approval are now even stronger.

First, after the second notice, the number of opt-outs from the Settlement *substantially decreased*. After the first notice in 2014, 1,511 potential class members opted out of the Settlement. After the revised notices were distributed, only 308 potential class members opted out, an approximately 80% decrease.

Similarly, providing Class members access to previously sealed documents did not increase the number of objections to the Settlement. Whereas three objections were filed before documents were unsealed, only two objections have been filed since the unsealing of documents. Importantly, *there have been no new*

objectors³ since the documents were unsealed.

Furthermore, the two objections that have been filed since the unsealing of documents are entirely without merit. Without any supporting expert analysis, both objections continue to grossly overstate the amount of recoverable damages and improperly discount the substantial risks of continued litigation. After insisting on the unsealing of documents, the objectors have failed to use the unsealed record to explain how Plaintiffs' damages estimate—the result of approximately \$2.5 million of expert work -- can be credibly increased or how litigation risks can be overcome. Instead, the objectors assert a mixture of factual inaccuracies and unsupported platitudes.

Mr. Andrews and the Varnum Group have no further basis for objection notwithstanding the unsealing of the record. This is not surprising. An evaluation of the record substantiates what Plaintiffs have repeatedly asserted: that the Settlement provides an excellent recovery for the Class in light of the strengths and weaknesses of the case. That leaves Mr. Andrews and the Varnum Group no support for their positions in the record.

³ To be sure, the group of objectors known as the Varnum Group changed from the first to the second settlement. Seven of the Varnum objectors from the first settlement have dropped out, and two new ones have joined. While it is worth noting that the Varnum Group is now smaller, the important point is that, for both settlements, the group filed its objection jointly represented by a single law firm.

The Settlement creates a common fund of almost \$30,000,000 that constitutes *approximately 50 percent* of the estimated damages attributable to the Class.⁴ Those damages were estimated by a highly qualified economist, Dr. Leitzinger, who conducted a sophisticated statistical analysis of millions of purchases of hospital services. No other expert has done any damages analysis in this case, much less 2.5 million dollars' worth. Indeed, the objectors offer no expert analysis at all.

The settlement amount is particularly impressive considering the significant risks that Plaintiffs faced in continuing litigation, including that the testimony of Dr. Leitzinger would be excluded and that the Class would not be certified. Recoveries of this magnitude—and much less—have been approved in countless antitrust class actions involving less challenging damages and certification issues.

Moreover, the Settlement was reached after three and a half years of contentious litigation between Plaintiffs and BCBSM. During the course of that litigation, the parties received millions of pages of documents in discovery, deposed 169 witnesses, analyzed terabytes of data, submitted detailed expert reports, briefed

⁴ Plaintiffs have previously represented that the \$30 million settlement equals approximately 25 percent of the total damages calculated by Dr. Leitzinger. That statement remains accurate. However, one of the opt-outs from the Class—Health Alliance Plan (“HAP”)—incurred approximately 50 percent of the damages estimated by Dr. Leitzinger. Due to HAP’s exclusion from the Class and the absence of a provision to reduce the settlement amount for opt outs -- another highly beneficial aspect of the Settlement--the settlement amount equals approximately 50 percent of the damages attributable to the remaining Class members.

multiple motions, and conducted extensive settlement negotiations. Accordingly, Class Counsel had a strong basis on which to evaluate the strengths and weaknesses of the case and negotiate a fair and adequate settlement.

Finally, there are *no* indicia of a premature settlement or other unfairness to Class members. Class Counsel are reputable and well-resourced firms that specialize in antitrust class actions and represent the Class on a contingency fee basis. The interests of Class Counsel are thus strongly aligned with the interests of the Class. If a larger settlement amount could have been secured without undue risk that Class members would have recovered nothing, Class Counsel would have eagerly invested further resources into the case and continued to vigorously prosecute Plaintiffs' claims.

In sum, it remains true that the Settlement provides an excellent recovery in light of the amount of potential damages and the substantial risks of continued litigation. Because the Settlement is fair, reasonable and adequate, it should be finally approved again pursuant to Federal Rule of Civil Procedure 23(e).

PROCEDURAL HISTORY

A. Proceedings Prior to Settlement

1. Proceedings Prior to Legislative Change Mooting Injunctive Relief

In October 2010, the Department of Justice (“DOJ”) and State of Michigan (“State”) filed a complaint alleging that BCBSM had market power in the market for

“the sale of commercial health insurance” in 17 geographic markets in Michigan and had inserted Most Favored Nation (“MFN”) provisions in contracts with at least 70 Michigan hospitals, resulting in anticompetitive effects in those specific markets. Compl. ¶¶ 28, 33, 86, *United States v. Blue Cross Blue Shield of Mich.*, No. 10-cv-14155 (E.D. Mich. Oct. 18, 2010) (“Gov’t Case”), Dkt. No. 1. The Government Case did not seek damages or certification of a class.

The first class action lawsuit related to BCBSM’s MFN provisions was filed. *See* Dkt. No. 1. Unlike the Government Case, this complaint (and all successive class action complaints) sought damages for purchasers of hospital healthcare services and certification of a class. The Consolidated Amended Complaint (“CAC”) alleges that the MFN provisions were intended to entrench BCBSM’s dominant position in Michigan by raising its rivals’ costs of providing health insurance. CAC ¶ 4 (June 22, 2012), Dkt. No. 78. The CAC alleges that the MFN scheme did not just raise BCBSM’s rivals’ hospital costs, but also inflated hospital prices paid by individual insureds and self-insured entities who, along with the rivals, constitute the Class.

Thereafter, Plaintiffs participated in extensive fact discovery in coordination with the Government Case and a competitor suit brought by Aetna. This discovery comprised millions of pages of documents, 169 depositions, and years of hospital payment data. While discovery was ongoing, the State legislature banned payors from including MFNs in contracts with health care providers, leading the DOJ and

the State to dismiss their case. *See* Gov't Case, Dkts. No. 240, 245, 246. At that time, class-related fact discovery was incomplete, merits expert discovery had not begun, summary judgment had not been briefed, and the case had not been tried.

2. Plaintiffs' Expert Report and Class Certification Briefing

Plaintiffs continued to litigate after the DOJ and the State dismissed their case, proceeding with discovery, expert analysis, and class certification briefing. Plaintiffs worked closely with economist Jeffrey J. Leitzinger to develop and implement a damages model. Dr. Leitzinger is an industrial organization expert with decades of antitrust experience, and his work has previously been found reliable by numerous courts. *See, e.g., In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 532 (6th Cir. 2008) (affirming finding that Dr. Leitzinger's testimony was reliable); *In re Wellbutrin XL Antitrust Litig.*, No. 08-2431, 2011 WL 3563385, at *2 n.1 (E.D. Pa. Aug. 11, 2011), *appeal filed*, No. 15-cv-3682 (3d Cir. Nov. 19, 2015) (describing Dr. Leitzinger as "highly qualified").

Dr. Leitzinger performed a sophisticated econometric analysis to estimate any damages associated with provider contracts where reimbursement rates had changed to comply with an MFN provision or where BCBSM had accepted higher reimbursement rates in exchange for an MFN provision. *See* Report of Jeffrey Leitzinger ("Leitzinger Report"), ¶¶ 45-74 (Oct. 21, 2013), Dkt. No. 333-3. Dr. Leitzinger's analysis—based upon his review of fact discovery, particularly

documents and deposition testimony about how the MFN agreements did or did not affect the negotiation of reimbursement rates—revealed that, despite their pre-discovery hopes, Plaintiffs could not prove calculable damages for most provider agreements with most MFN hospitals. Rather, it became clear that material damages could only be measured for 23 provider agreements with 17 MFN hospitals (the “Affected Combinations” in Dr. Leitzinger’s parlance), out of the hundreds of total provider agreements with 70 MFN hospitals. For each Affected Combination, Dr. Leitzinger found that “economic evidence shows that MFN agreements led to higher payments for hospital services” *Id.* Table 1 & ¶ 11.

For each Affected Combination, Dr. Leitzinger first examined how reimbursement rates changed after the MFN went into effect. *Id.* ¶¶ 47-50 & Dkt. No. 133 Ex. 6. He then compared each non-BCBSM insurer’s new, post-MFN reimbursement rates to BCBSM’s reimbursement rates to see whether the new rates increased to comply with the MFN. *Id.* He subsequently conducted a difference-in-differences regression analysis to compare the change in actual reimbursement rates at affected hospitals with the change in actual reimbursement rates paid by the same insurers at similar hospitals in Michigan under contracts without an MFN provision. *Id.* ¶¶ 51-57. In his regression, he included variables to control for differences among hospitals such as complexity of care, costs and location. *Id.* ¶ 55. His regression used terabytes of data that covered over 60 million claims spanning seven years of

medical treatment throughout Michigan—one of the largest datasets ever assembled in a health care antitrust case.

His regression results showed higher reimbursement rates at the Affected Combinations after accounting for the experience of the control group and the other variables in the model. *Id.* ¶ 57. Specifically, based on his difference-in-differences regression analysis, Dr. Leitzinger estimated total overcharges at the Affected Combinations of \$118 million. *Id.* ¶¶ 75-76. After Plaintiffs filed their class certification motion and expert report, BCBSM opposed certification on numerous grounds, filed its own expert report, and moved to exclude Dr. Leitzinger’s opinions. Both experts were deposed.

B. Settlement Negotiations

While Plaintiffs were drafting their reply brief in support of their motion for class certification, the parties reached a settlement in principle. Settlement discussions had occurred intermittently for over a year, with BCBSM refusing even to make an offer for nearly a year and then making a “nuisance value” offer that was unworthy of consideration. *See* Declaration of Daniel A. Small, ¶¶ 6–8 (Oct. 24, 2014), Dkt. No. 169-3. At all times, the parties negotiated aggressively and at arm’s length. *Id.* ¶ 12.

C. First Settlement Agreement

The Settlement created a common fund of \$29,990,000 for the benefit of the

Class. This represented more than 25% of the total overcharges that Dr. Leitzinger estimated resulted from BCBSM's misconduct. The Settlement did not guarantee attorneys' fees or incentive awards and was not conditioned on any award to either Class Counsel or named Plaintiffs; rather, it provided only that Plaintiffs would petition the Court. Class Action Settlement Agreement ¶ 71 (June 23, 2014), Dkt. No. 148-1.

The Settlement included a Plan of Allocation that reflected Class Counsel's and Dr. Leitzinger's best estimate of the relative likelihood that purchasers of a given hospital's services would be able to show measurable damages at trial. *See* Dkt. No. 148, at 23-25. Class members who made purchases subject to the 23 provider agreements for which Dr. Leitzinger measured damages would receive the largest proportion of the recovery. *Id.* at 22-23. Class members who made purchases under agreements subject to an MFN clause, but where the evidence did not show measurable damages, would receive a smaller share. *Id.* at 23. Class members who made purchases from hospitals not subject to an MFN clause received the smallest share of damages, to reflect the possibility that they could prove *de minimis* damages. *Id.* If awards in the third category would be too small to justify distribution as an administrative matter, the amounts that would have gone to those class members would be distributed to the health care charity Free Clinics of Michigan. *Id.* at 24.

D. First Settlement Approval Process

On June 26, 2014, the Court preliminarily approved the Settlement and Plan of Allocation. Dkt. No. 151. The Court also certified a settlement class and approved the Notice Plan and Claim Forms. *Id.* The settlement administrator Epiq subsequently mailed out nearly three million notices to individuals insured by Michigan health plans and third-party payors.⁵ Dkt. No. 162-1, ¶ 4. To reach Class Members outside this group, notification specialist Kinsella Media also ran advertisements in 24 print publications and websites providing 29 million impressions. Dkt. No. 162-2, ¶ 10. This distribution likely reached 82.9% of adults in Michigan an average of 2.2 times per person. *Id.* at ¶ 12.

After implementation of the Notice Plan, 1,511 potential class members requested exclusion from the Class. One of the entities that opted out of the Class was HAP.⁶ As determined by Dr. Leitzinger's analysis, HAP was overcharged approximately \$58 million due to BCBSM's misconduct. In other words, the damages attributable to HAP constituted almost 50% of the \$118 million in total

⁵ Plaintiffs estimate that the Class contains as many as 7 million members. The exact number is unknown because some purchasers of hospital services either owed nothing (because another payor paid the entire amount) or did not pay their obligated amount.

⁶ HAP first opted out of the Class *before* documents were unsealed and any objections to the Settlement were filed. HAP is the only opt-out that has filed an individual action to try to recover more money. *See Health All. Plan of Mich. v. Blue Cross Blue Shield of Mich. Mut. Ins. Co.*, No. 14-cv-13788-LPZ (E.D. Mich.).

damages calculated by Dr. Leitzinger. For that reason, and the *absence of an opt out reduction provision* in the Settlement Agreement, the exclusion of HAP significantly benefitted the remaining members of the Class; it effectively *doubled* the amount each claimant would receive from the Settlement. Due to HAP's exclusion, the Settlement provided Class members approximately *50%* of their estimated damages. This substantial increase in the value of the Settlement to Class members is a direct consequence of one of Class Counsel's negotiating achievements: while many settlement agreements provide defendant a pro rata reduction to account for opt-outs, the Settlement gives BCBSM no such reduction.

In response to the dissemination of the Notice, four objections were filed with the Court, one of which was subsequently withdrawn. Pls.' Mot. for Final Approval of Sett. & Plan of Allocation at 27 (Oct. 24, 2014), Dkt. No. 169. The Varnum Group also filed a motion to intervene to seek to access certain sealed documents. Dkt. No. 166. Plaintiffs and BCBSM opposed the motion to intervene, as did 29 third-party hospitals and other organizations. Dkt. Nos. 181, 183, 185, 186, 189, 192.

The Court held a fairness hearing on November 12, 2014, at which objectors appeared and argued at length. In a 49-page opinion issued on March 31, 2015, the Court considered and rejected the written and in-court objections and the motion to intervene. Dkt. No. 213. The Court applied the Sixth Circuit's seven-factor test for determining whether a settlement is fair, reasonable, and adequate, concluding that

every factor weighed in favor of approving the Settlement. *Id.*

E. Appeal

The three objectors appealed the Court's order approving the Settlement. The Sixth Circuit declined to hear oral argument from two of the objectors (one of whom is Andrews) but requested oral argument from the Varnum Group. Notice, No. 15-1544 (6th Cir. Nov. 5, 2015), Dkt. No. 32.

After hearing argument, the Sixth Circuit concluded that “every document that was sealed in the district court was sealed improperly” because the parties failed to provide the necessary justification. *Shane Group*, 825 F.3d at 307. The Sixth Circuit was unable to “say in any realistic sense that the [sealing] error was harmless” to the approval process. *Id.* at 308. To “participate meaningfully in the process contemplated by Federal Rule of Civil Procedure 23(e),” the court held, Class members needed the ability to “review the bases of the proposed settlement and the other documents in the court record.” *Id.* at 309. Because they could not do so, the Sixth Circuit vacated approval. *Id.*

The panel also offered some comments on certain “omission[s]” “[t]o guide the proceedings on remand.” *Id.* The most significant omission was that the March 31 opinion needed to “specifically examine what the unnamed class members would give up in the proposed settlement, and then explain why—given their likelihood of success on the merits—the tradeoff embodied in the settlement is fair to unnamed

members of the class.” *Id.* The panel did not suggest that this Court’s analysis was incorrect, only that it needed to be explained in more detail.

F. Post-Remand Unsealing

In response to the Sixth Circuit’s opinion, this Court unsealed nearly *all* the sealed documents. The parties obtained permission from 70 third parties to publicly file previously sealed materials. As for the documents which BCBSM and non-parties did not agree to unseal, Class Counsel argued generally in favor of unsealing. *See* Dkt. Nos. 281, 296, 322.

G. Amended Settlement Agreement

After remand, the parties negotiated a few minor revisions to the original settlement agreement. The most significant changes are the deletion of the “clear sailing” provision on attorneys’ fees⁷; BCBSM’s agreement to pay an installment of the Settlement Amount to cover the estimated cost of the second round of class notice; and Aetna’s exclusion from the Class in light of its separate settlement with BCBSM. *See* Amended Class Action Settlement Agreement ¶¶ 30, 35 (Oct. 11, 2016), Dkt. No. 269-2.

More important than what was changed is what was unchanged. The

⁷ In the original settlement, BCBSM agreed not to oppose Plaintiffs’ fee application, up to a certain percentage. Because the Sixth Circuit questioned this provision, Plaintiffs did not seek it in the amended Settlement Agreement.

Settlement Amount remained \$29,990,000, and no opt out reduction provision was added—despite the fact that HAP had filed separate litigation and undoubtedly would opt out of the Settlement Class again. Class Counsel thus *doubled* the value of the Settlement to the remaining Class members and increased the recovery as a percentage of the Class’s estimated damages to approximately 50%.

H. Settlement Notice

On April 17, 2018, the Court preliminarily approved the amended Settlement and a Notice Plan for dissemination of revised Notices and Claim Forms. Dkt. No. 323. Settlement administrator Epiq mailed out nearly three million revised notices to Class members, notices ran in print publications and websites. The notices directed Class members to a website and toll-free phone number for additional information and copies of the Claims Forms.

In furtherance of the Sixth Circuit’s opinion, the notices specifically informed Class members that, among other things, previously sealed documents were now publicly available, including on the Settlement website, and provided a new deadline for Class members to object or opt-out.

After implementation of the Notice Plan, only 308 class members requested exclusion from the Class, and two of the original objectors, Christopher Andrews and the Varnum Group (but no others) filed objections. *Id.* ¶ 17. The two original objectors who filed are the Varnum Group and Christopher Andrews. Meanwhile,

as of October 12, 2018, Epiq received a total of 4,650 paper Individual Claim Forms and 35 paper Insurer Claim Forms. Additionally, Epiq received 34,732 Individual Claims and 34 Insurer Claims via the claims website. As of October 12, 2018, Epiq has received a total of 84,094 claims through either the post office box or the website, inclusive of both the original Settlement and the Amended Settlement. *See* Epiq Declaration (Exhibit D).

II. LEGAL STANDARD

“Before approving a settlement, a district court must conclude that it is ‘fair, reasonable, and adequate.’” *UAW v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (quoting Fed. R. Civ. P. 23(e)(1)(C)). In applying this test, courts must be mindful of “the federal policy favoring settlement of class actions.” *Id.* at 632. There is a “strong presumption in favor of voluntary settlements, which is especially strong in class action cases.” *Kinder v. Nw. Bank*, No. 10-cv-405, 2013 WL 1914519, at *3 (W.D. Mich. Apr. 15, 2013). “[P]ublic policy strongly favors settlement of disputes without litigation. . . . Settlement agreements should therefore be upheld whenever equitable and policy considerations so permit.” *Robinson v. Shelby Cty. Bd. of Educ.*, 566 F.3d 642, 648 (6th Cir. 2009) (citation omitted). Thus, while the Court acts as a fiduciary for absent class members, it should not “substitute its business judgment for that of the parties.” *Rankin v. Rots*, No. 02-cv-71045, 2006 WL 1876538, at *3 (E.D. Mich. June 27, 2006).

The Court’s main considerations are “the existence of serious questions of law and fact which place the ultimate outcome of the litigation in doubt” and “the vagaries of litigation,” comparing “the significance of the immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.” *Id.* Overall, “[c]ourts judge the fairness of a proposed compromise by weighing the plaintiff’s likelihood of success on the merits against the amount and form of the relief offered in the settlement.” *Carson v. Am. Brands, Inc.*, 450 U.S. 79, 88 n.14 (1981); *see also UAW*, 497 F.3d at 631.

The Sixth Circuit has identified seven factors that should be considered in assessing a settlement’s propriety: “(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.” *Vassalle v. Midland Funding LLC*, 708 F.3d 747, 754 (6th Cir. 2013) (quoting *UAW*, 497 F.3d at 631). It also asks “whether the settlement ‘gives preferential treatment to the named plaintiffs while only perfunctory relief to unnamed class members.’” *Id.* at 755 (quoting *Williams v. Vukovich*, 720 F.2d 909, 925 n.11 (6th Cir. 1983)).

III. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

Every one of the relevant factors weighs strongly on the side of approval.

A. The Likelihood of Success and the Potential Recovery

The overarching question before the Court is whether the Settlement is fair in light of “plaintiff’s likelihood of success on the merits.” *UAW*, 497 F.3d at 631 (quoting *Carson*, 450 U.S. at 88 n.14). On this front, the Settlement provides an excellent recovery given the strengths and weaknesses of the case and the Class’s potential recovery.

Many class action settlements have been approved before plaintiffs’ expert had even analyzed damages. *See, e.g., Olden v. Gardner*, 294 F. App’x 210, 218 (6th Cir. 2008) (unpub. op.) (affirming final approval even though “class counsel negotiated the settlement agreement without first obtaining any expert opinions or engaging in formal discovery”). In contrast, here, Dr. Leitzinger performed a detailed and labor-intensive analysis of damages using very large databases and a well-accepted methodology.

That analysis exposed the limitations of Plaintiffs’ claims. When Plaintiffs first filed this case, they had hoped to calculate damages resulting from each of the hundreds of provider agreements with all 70 MFN hospitals. However, although Plaintiffs had every incentive to prove as high damages as possible and engaged in extensive discovery and expensive analysis to do so, Dr. Leitzinger and Plaintiffs determined that damages could be reliably and manageably measured only for purchasers covered by 23 provider agreements at 13 MFN hospitals. The analyses

conducted by Dr. Leitzinger indicate that it likely would be impossible to develop a reliable economic model that would prove material damages under other provider agreements. Thus, even if a jury were to fully accept Dr. Leitzinger's testimony—and Plaintiffs' liability case—much of the Class would receive nothing at trial.⁸

Dr. Leitzinger calculated damages resulting from those 23 provider agreements at \$118 million, and he calculated that one direct purchaser, HAP, had incurred damages of \$58 million. This is far from the multi-billion dollar case hypothesized by the Varnum Group, which conducted *no* damages study at all.

Dr. Leitzinger's damages estimate provides a strong basis on which to evaluate the Settlement's adequacy. In light of HAP's exclusion from the Class, the Settlement recovers approximately 50% of the damages incurred by the Class. The outstanding result for the Class achieved here compares favorably to many other settlements approved in antitrust class actions. *See, e.g., In re High-Tech Emp.*

⁸ Plaintiffs originally defined a class that included purchasers of healthcare services at all MFN hospitals in Michigan during a five-and-a-half-year period. *See* CAC ¶ 26, Dkt. No. 78. When Plaintiffs moved for class certification following Dr. Leitzinger's analysis, Plaintiffs narrowed the proposed class to just purchasers covered by the 23 provider agreements. For settlement purposes, BCBSM insisted on a broader class that gives them litigation peace as to any purchaser of healthcare services from a Michigan general acute care hospital. The Sixth Circuit has expressly affirmed approval orders which, like the Preliminary Approval Order here, "redefin[ed] the class in connection with the Settlement . . . result[ing] in the addition of class members." *Lindsey v. Memphis-Shelby Cnty. Airport Auth.*, 229 F.3d 1150, *7 (6th Cir. 2000).

Antitrust Litig., No. 11-cv-2509, 2015 WL 5159441, at *4 & n.5 (N.D. Cal. Sept. 2, 2015) (approving settlement recovering 14% of single damages a month before trial; citing cases recovering between 1 and 5%); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, No. 03-cv-4578, 2005 WL 1213926, at *9 (E.D. Pa. May 19, 2005) (recovery of 11.4% of damages “compares favorably with the settlements reached in other complex class action lawsuits”); *In re Linerboard Antitrust Litig.*, No. MDL 1261, 2004 WL 1221350, at *4 (E.D. Pa. June 2, 2004) (collecting cases in which courts have approved settlements of 5.35% to 28% of estimated damages in complex antitrust actions).

The settlement amount is particularly impressive considering there is significant doubt whether Class members would receive *any* recovery if they continued to litigate their claims. If BCBSM had defeated Plaintiffs’ class certification motion (either in the district court or on a Rule 23(f) appeal), excluded or substantially limited Dr. Leitzinger’s testimony, or prevailed on summary judgment, the case would never have reached a jury.

Indeed, BCBSM has vigorously opposed Plaintiffs’ pending class certification motion. In its opposition brief, BCBSM argues:

The proposed class is composed of a disparate set of specific claims at specific hospitals. Thus, there are no common allegations across the market for the sale of health insurance. Class members’ payments for hospital services were made at different hospitals, for different services, under different contracts, at different times. As a result, there is no common set of proof that can be used to prove the claims of any alleged

class members.

Def.'s Resp. to Pls.' Mot. for Class Certification at 1 (Feb. 3, 2014), ECF No. 139.

BCBSM has also aggressively sought to exclude Dr. Leitzinger's testimony.

In a pending *Daubert* motion, BCBSM asserts:

Leitzinger's methodology is unreliable because it shows similar effects even when applied to hospitals without MFNs, is not based on a valid benchmark, and produces statistically insignificant results. The model's shortcomings aside, Leitzinger blindly attributes any and all differences in rates to the MFNs, ignoring the fact that hospitals uniformly testified that the MFNs had no effect on reimbursement rates. Leitzinger does not take into account, nor does he test for the effect of, the many other factors that affect reimbursement rates.

Def.'s Mot. To Exclude Expert Testimony at 1-2 (Feb. 3, 2014), ECF No. 140.

Moreover, even if Plaintiffs had prevailed on the pending class certification and *Daubert* motions and subsequently defeated summary judgment, a jury may not have credited Plaintiffs' evidence or may have awarded far less than Plaintiffs sought. At trial, Plaintiffs would have to prove the elements of their claim to establish liability: the relevant product and geographic markets, BCBSM's market power in them, and the anticompetitive effects of the MFNs in them. Each of these liability issues would be the subject of complex testimony by dueling experts. BCBSM has argued strenuously that the challenged MFNs are procompetitive, that they did not cause reimbursement rates to increase, and that any increases in reimbursement rates were too small to affect competition among sellers of health insurance. The Court has never rejected any of BCBSM's merits defenses. The

uncertainty of how a jury would resolve these complex issues injects further risk into the case, even though Plaintiffs firmly believe their expert is right.

If Plaintiffs persuaded the jury of BCBSM's liability, there would be yet another complex battle over the quantification of damages. Plaintiffs would present Dr. Leitzinger's testimony, and BCBSM would present its own expert at trial, who assuredly would tell the jury that there are no damages. This conflicting and complex damages testimony would create significant risk that the Class would recover nothing or substantially less than \$118 million at trial.⁹

Finally, even if this Court and a jury found that BCBSM's practices were illegal and caused significant damages, Plaintiffs would still face a substantial risk of reversal by a Sixth Circuit panel or the Supreme Court. The history of antitrust litigation is littered with cases that won substantial verdicts at trial only to be reversed on appeal. *See, e.g., Leegin Creative Leather Prods v. PSKS, Inc.*, 551 U.S. 877 (2007) (reversing century-old precedent to vacate favorable jury verdict); *Concord Boat Corp. v. Brunswick Corp.*, 207 F.3d 1039 (8th Cir. 2000) (reversing \$44 million jury verdict). Even a victory on settled law would not guarantee success

⁹ These liability and damages issues implicate dozens of contracts between numerous hospitals and payors in Michigan and two different markets (one for commercial health insurance and one for hospital services), each with scores of relevant market participants. The sheer number of contracts and market participants creates significant potential for jury confusion and fatigue, which rarely works in Plaintiffs' favor.

through appeal, as the Supreme Court “has viewed *stare decisis* as having less-than-usual force in cases involving the Sherman Act.” *Kimble v. Marvel Entm’t., LLC*, 135 S. Ct. 2401, 2412 (2015).

All told, there was a substantial risk that Class members would receive *nothing* without a settlement—and that Plaintiffs would be in a much weaker settlement position at a later stage, rather than a stronger one. Thus, the recovery of approximately \$30 million, which reflects approximately 50% of the damages attributable to Class members, constitutes a substantial victory. Indeed, in its prior final approval order, this Court concluded that “although significant discovery has been performed in this case, the litigation is far from over. The Named-Plaintiffs face significant risk that the class members could receive nothing or some negligible amount in damages at trial or on appeal. The Court finds that the likelihood of success on the merits weighs in favor of approving the settlement.” Dkt. No. 213 at 27.

B. The Reaction of Absent Class Members

The reaction of absent class members similarly weighs heavily in favor of approval. Following the remand by the Sixth Circuit, only two of the original (and no others) objected to the Settlement, and the number of opt outs decreased by 80%. Objectors have maintained objections to the Settlement and the number of opt outs decreased 80%. Providing Class members access to the unsealed record thus did not

result in more challenges to the settlement. Quite to the contrary, the number of objectors and opt outs both decreased. Now the number of opt-outs only constitutes about 0.005% of the Class and 0.01% of those Class members directly notified. Courts routinely approve settlements involving far higher opt-out rates. *See, e.g., Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566 at 577 (9th Cir. 2004) (opt-out rate of 0.55%); *Garner v. State Farm Mut. Auto. Ins.*, No. 08-cv-1365, 2010 WL 1687832, at *15 (N.D. Cal. Apr. 22, 2010) (0.4%).

Similarly, *fewer* objections have been submitted since the unsealing of documents. Whereas three objections were filed before documents were unsealed, only two objections have been filed since the unsealing of documents. And the two pending objections were filed by objectors—the Varnum Group¹⁰ and Christopher Andrews—who filed similar objections to the original settlement. Settlements triggering much higher objection rates are routinely approved. *See, e.g., D’Amato v. Deutsche Bank*, 236 F.3d 78, 86-87 (2d Cir. 2001) (27,883 notices and 18 objections); *Churchill Vill.*, 361 F.3d at 577 (90,000 notices and 45 objections). *See generally* Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 11.41, at 108 (4th ed. 2002) (“[A] certain number of objections are to be expected in a class action with an extensive notice campaign and a potentially large number of class

¹⁰ *See* note 3 *infra*.

members. If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.”).

Meanwhile, tens of thousands of injured Class members have filed claims. Specifically, a total of 84,094 Class members have filed claims, inclusive of both the original Settlement and the Amended Settlement. *See* Exhibit D. This includes many of the largest purchasers of hospital services in Michigan. In sum, the reaction of absent class members weighs heavily in favor of approval. The reaction substantiates Plaintiffs’ assertion that the Settlement provides an excellent recovery for the Class in light of the strengths and weaknesses of the case.

C. The Complexity, Expense, and Likely Duration of the Litigation

Courts widely recognize that “[a]n antitrust class action is arguably the most complex action to prosecute.” *In re Linerboard Antitrust Litig.*, 2004 WL 1221350, at *10. As even the Varnum Group recognizes, “[t]here is no question that antitrust litigation of this size and scope is a complex and expensive process that can take several years to resolve.” First Varnum Obj. at 17 (Sept. 24, 2014), Dkt. No. 161.

On top of this complexity is the inescapable delay in recovery were the litigation to continue. Plaintiffs have several challenging, time-consuming and costly steps to complete before any litigated recovery could be obtained: not only the unfinished class certification briefing and expert discovery, including expert depositions and additional *Daubert* challenges, but also summary judgment, a

potential petition for interlocutory appeal under Rule 23(f), trial preparation and motions in limine, the trial itself, and post-judgment motions and appeals. Given these hurdles, any recovery outside of this Settlement likely would be several years away.¹¹ Indeed, in its prior final approval order, this Court held that “the antitrust MFN issues raised by the Plaintiffs are complex, very expensive to litigate and the litigation would continue for years, including any appeals.” Dkt. No. 213 at 23-24. This long path to an uncertain recovery strongly supports the fairness of the settlement. *See, e.g., N.Y. State Teachers’ Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 236 (E.D. Mich. 2016), *aff’d*, 2017 WL 6398014 (6th Cir. Nov. 27, 2017).

D. The Amount of Discovery Engaged in by the Parties

Many class action settlements have been approved before discovery had even taken place, let alone expert analysis. *Olden*, 294 F. App’x at 218. Here, by contrast, Plaintiffs completed extensive discovery and commissioned a detailed analysis by a reputed economist using comprehensive data and a well-accepted methodology. The Varnum Objectors concede that “Plaintiffs engaged in a very significant amount of discovery in this case.” First Varnum Obj. at 18. Millions of pages of documents and multiple terabytes of data were produced; 169 depositions were taken; and

¹¹ Consider the most recent antitrust class action to approach trial in this district, *Cason-Merendo v. Detroit Med. Ctr.*, No. 06-cv-15601. *Cason-Merendo* was filed in 2006 and settled a month before trial in 2015—nearly 10 years after filing.

competing expert reports were prepared. It is hard to imagine parties in a better position to understand the strengths and weaknesses of this case.

Because “the deference afforded counsel should correspond to the amount of discovery completed and the character of the evidence uncovered,” *Vukovich*, 720 F.2d at 923, the “very significant amount of discovery in this case” counsels a “very significant amount” of deference. Indeed, in its prior final approval order, this Court held, “There is no dispute that extensive discovery has been taken in this case, and the Objectors so concede. In light of this extensive discovery, the Court finds that the Named-Plaintiffs and Blue Cross have been able to evaluate the propriety and fair value of the settlement.” Dkt. No. 213 at 25. This factor thus weighs heavily in favor of approval.

E. The Risk of Fraud or Collusion

Courts “presum[e] that the class representatives and counsel handled their responsibilities with the independent vigor that the adversarial process demands” absent “evidence of improper incentives.” *UAW*, 497 F.3d at 628. The history of this hard-fought litigation, including the settlement negotiations, bear out the presumption here.

This Court has had ample opportunity to observe the intensely adversarial nature of this litigation during the nearly eight years since the complaint was filed. In the prior final approval, this Court described that adversity:

[T]he Court finds there is no indication of fraud or collusion in this case. ... Each party vigorously advanced and defended their arguments and positions before the Court. ... The parties engaged in extensive motion practice and discovery relating to the class certification issue and expert-related issues. ... The Court did not observe any signs that the parties were engaged in pretense and posturing during the years in litigation before the Court to mask collusion in reaching a Settlement Agreement with Blue Cross.

Dkt. No. 213 at 21-22.

Moreover, the terms of the Settlement refute the notion that it was the product of fraud or collusion. The Settlement lacks any of the hallmarks of a potentially collusive deal such as “a promise of excessive attorney fees,” an agreement to pay attorneys’ fees separate from class funds, an agreement to return unclaimed settlement amounts to BCBMS, or a commitment to pay incentive fee awards to the named Plaintiffs. *UAW*, 497 F.3d at 628. *See also Laguna v. Coverall N. Am., Inc.* 753 F.3d 918, 924-25 (9th Cir. 2014). The Settlement guarantees *nothing at all* to Class Counsel or any of the named Plaintiffs; all awards are placed in the sole discretion of the District Court. *See* Settlement ¶ 71.

Indeed, Class Counsel had every incentive to obtain, and vigorously pursued, as large a settlement as possible for the Class, in part because a larger common fund would mean a larger fee award to Class Counsel. Class Counsel’s interests are fully aligned with the Class’s interests, and there is no reason to fear self-dealing, let alone fraud or collusion. *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2d Cir. 2005) (percentage method “directly aligns the interests of the class and

its counsel”); *In re Black Farmers Discrimination Litig.*, 953 F. Supp. 2d 82, 88 (D.D.C. 2013) (“This percentage-of-the-fund approach ‘helps to align more closely the interests of the attorneys with the interests of the parties’”) (quoting *Democratic Cent. Comm. of D.C. v. Wash. Metro. Area Transit Comm’n*, 3 F.3d 1568, 1573 (D.C. Cir. 1993)).

Because legislation was enacted by Michigan to ban hospital MFNs, there is not even the possibility of a conflict between class members seeking injunctive relief and class counsel seeking financial recovery. Both the Class and Class Counsel seek the same benefit from the case: the maximum financial recovery. In pursuit of that goal, Class Counsel has invested several years and more than \$3 million in expenses in this case.

Finally, Class Counsel are reputable antitrust class action experts, whose record of zealous and successful representation belies any claim that they would sell out their clients for a quick deal. For example, Class Counsel Cohen Milstein Sellers & Toll tried *In re Urethane Antitrust Litigation* to verdict in 2013. This was a case where the DOJ had dropped its investigation—yet, Cohen Milstein litigated the case for more than a decade, ultimately winning the largest antitrust class action verdict in U.S. history of over one billion dollars after trebling. Commenting on the ten years of litigation over and the six-week trial over which he presided, the trial judge wrote: “In almost 25 years of service on the bench, this Court has not experienced a more

remarkable result. . . . [P]laintiffs’ attorneys . . . had great experience and superior national reputations, [and] demonstrated great skill throughout.” *In re Urethane*, 2016 WL 4060156, at *5 (D. Kan. July 29, 2016). In this case, Class Counsel’s commitment cannot be seriously questioned.

F. The Opinions of Class Counsel and Class Representatives

In deciding whether a proposed settlement warrants approval, “[t]he judgment of the parties’ counsel that the settlement is in the best interest of the settling parties is entitled to significant weight.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 597 (E.D. Mich. 2006) (internal quotation marks omitted). Class Counsel include some of the most experienced and respected firms in the antitrust and class action bars, who have a record of astutely judging the prospects of a given case and obtaining the best possible recovery for their clients. Their considered judgment here—after voluminous discovery, expert analysis, and extensive motion practice—that the Settlement is the Class’s best course of action is entitled to considerable deference. *See Vukovich*, 720 F.2d at 922-23 (“The court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs.”).

Similarly, the named Plaintiffs have participated in this case for years. All produced documents, responded to BCBSM’s interrogatories, and discussed the case with Class Counsel, and half of them testified in deposition. The named Plaintiffs

come from all segments of the Class: some are individual purchasers, some institutional payors; some made purchases in Category 1, some in Category 2, and some in Category 3. *See* Dkt. No. 124 at 4-5. Each named Plaintiff believes the Settlement serves the Class well, and each named Plaintiff has filed to be considered along with the rest of the Class.

Accordingly, this factor weighs heavily in favor of approval. Indeed, in its prior final approval order, this Court held, “Class Counsel and the Named-Plaintiffs in this action all support the settlement in this case. Deference is given to their opinions because they have had the opportunity to review discovery and an opinion by an expert in the evaluation of the case.” Dkt. No. 213 at 28.

G. The Public Interest

“[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 580 (E.D. Mich. 2003) (quoting *Granada Inv., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992)). The public interest particularly supports settlement in this case because of the likelihood that personnel from many Michigan hospitals would be called to testify at trial. The 169 depositions taken in this case included depositions of over 100 third parties, including employees from dozens of hospitals. BCBSM or Plaintiffs would presumably call many of these

witnesses at trial, placing a not insignificant burden on Michigan healthcare providers.

H. Whether the Settlement Gives Preferential Treatment to Named Plaintiffs but Only Perfunctory Relief to Unnamed Class Members

The Settlement neither gives preferential treatment to named Plaintiffs nor perfunctory relief to unnamed class members. Named Plaintiffs have applied for Court-awarded compensation for their service in pursuing this case. The requested incentive awards are reasonable given the time and resources that named Plaintiffs devoted to the case, including sizable document productions, responses to written discovery requests, and deposition testimony. Dkt. No. 155 at 19-23. Furthermore, the awards to the named Plaintiffs are not guaranteed; rather, the awards are wholly in the District Court's discretion.¹²

Nor do absent class members receive merely "perfunctory" relief. The Sixth Circuit has expressed concern about perfunctory relief where absent class members received only illusory injunctive relief or were put in a worse position. For example, in *In re Dry Max Pampers Litigation*, class members received zero monetary relief and only "illusory" injunctive relief while counsel received \$2.73 million without

¹² Plaintiffs discuss the justification for the requested incentive awards in more detail in their Reply in Support of Class Counsel's Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Payment of Incentive Awards to Class Representatives, which is being filed concurrently with this brief.

“tak[ing] a single deposition, serv[ing] a single request for written discovery, or even fil[ing] a response to [defendant’s] motion to dismiss.” 724 F.3d 713, 718, 721 (6th Cir. 2013). Here, a recovery of approximately 50% of the damages to Class members can hardly be called “perfunctory.”

Indeed, in its prior final approval order, this Court held that the Settlement “does not give preferential treatment to the Named-Plaintiffs, other than the incentives which are reasonable in light of their involvement in the case.” ECF No. 213 at 33. The Court also found “that the relief to unnamed class members is not illusory or perfunctory.” *Id.* There is no reason to alter those conclusions.

IV. THE PLAN OF ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE

As discussed above, Plaintiffs’ and their expert’s analysis shows that the MFN agreements impacted only a small subset of MFN hospitals—and even then only a limited number of those hospitals’ provider agreements. Class members who paid for services for which Plaintiffs were able to measure damages have stronger claims than those who purchased at other hospitals, or under other provider agreements, or in other time periods.

The proposed Plan of Allocation allocates the largest share of the settlement fund to Class members with the strongest claims, allocating progressively smaller

amounts as the likelihood of proving damages diminishes.¹³ This method has repeatedly been approved by courts. *See, e.g., Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 589 (N.D. Ill. 2011) (“[W]hen real and cognizable differences exist between the likelihood of ultimate success for different plaintiffs, it is appropriate to weigh distribution of the settlement in favor of plaintiffs whose claims comprise the set that was more likely to succeed.”) (quoting *In re PaineWebber Ltd. P’ships Litig.*, 171 F.R.D. 104, 133 (S.D.N.Y. 1997), *aff’d*, 117 F.3d 721 (2nd Cir. 1997)); *In re Heritage Bond Litig.*, No. 02-md-1475, 2005 WL 1594403, at *11 (C.D. Cal. June 10, 2005) (“A plan of allocation that reimburses class members based on the extent of their injuries is generally reasonable. It is also reasonable to allocate more of the settlement to class members with stronger claims on the merits.”). Indeed, this Court previously found the Plan of Allocation to be “fair, reasonable and adequate.” Dkt.

¹³ The Plan of Allocation places claims in one of three categories. Category 1 purchases are those covered by the 23 provider agreements for which Plaintiffs were able to measure damages; they generated the \$118 million in damages estimated by Dr. Leitzinger. Accordingly, most of the Net Settlement Fund (78 percent) will be distributed to Class members based on their Category 1 purchases. Category 2 includes purchases at hospitals when an MFN agreement was in effect, but for which Plaintiffs had no reliable evidence of harm or evidence of only de minimis damages. The Plan of Allocation assigns 20 percent of the Net Settlement Fund to these purchases. Category 3 purchases were made when no MFN agreement was in effect. Although BCBSM’s conduct conceivably could have had some spillover effect on these purchases, Dr. Leitzinger was unable to measure material damages for these purchases. Thus, just two percent of the Net Settlement Fund is allocated to these purchases.

No. 213 at 33-34.

In addition, Plaintiffs propose a modified claim form for individuals. The revised form provides individual claimants with another choice. Instead of providing the actual amount they paid for each hospital visit, individuals can accept a “default” payment amount per hospital visit. This alternative permits individuals to avoid the need to find records of their hospital visits. They only need to identify the hospital, year, insurer, and inpatient/outpatient status, which they can likely do from memory.

The default option is not offered to insurers and self-insured entities because their hospital payments are much larger, and they keep or have access to their payments in electronic databases. The Varnum Group argues that the claims process is “unduly burdensome” for self-insured entities and insurers.¹⁴ Joint Objection to Proposed Settlement (“Varnum Obj.”) at 22 (Sept. 14, 2018), Dkt. No. 343. This complaint is based primarily on the erroneous assertion that self-insured entities and insurers “are required to submit copies of hospital bills.” *Id.* However, the Claim Form is clear that self-funded entities and insurers may submit electronic claims

¹⁴ The Varnum Group speculates that the parties have designed the claim forms in a manner to depress the number of filed claims. Varnum Obj. at 24-25. This is an illogical hypothesis. The Settlement does not contain a reversion that distributes unclaimed funds to either party. Accordingly, the parties have no interest in limiting the number of filed claims. To the contrary, the million-plus dollar notice program – implemented twice, once for each settlement – demonstrates a commitment to maximize claims.

data, which can simply be downloaded from a claims database. There is no undue burden in doing so, and thus, the claims procedure strikes an appropriate balance between concerns for fraud and concerns for ease of claims.

V. THE OBJECTORS' ARGUMENTS ARE WITHOUT MERIT

Neither of the two objections have any merit.

A. Varnum Group

For the second time, a group of companies represented by Varnum LLP has filed a single objection, claiming the Settlement is not fair, reasonable or adequate. The objection is meritless. It grossly overstates the scope of recoverable damages and improperly discounts the substantial risks of continued litigation.

The Varnum Group's primary argument is that the settlement amount is insufficient. Without any evidence or expert analysis they assert that damages in this case are in the *billions* of dollars and that a reasonable settlement would create a common fund of *at least \$850 million*. These assertions are pure fantasy. The Varnum Group has simply not accepted the critical distinction between what Plaintiffs initially alleged and what can now be proven in the wake of extensive discovery. While Plaintiffs originally alleged that hundreds of provider agreements involving 70 MFN hospitals caused financial harm to millions of Michigan residents, the stark truth is that Plaintiffs can only prove material damages resulting from 23 provider agreements that involve just 13 MFN hospitals. Only when that factual

reality is accepted can the Settlement be meaningfully evaluated.

In light of that factual reality, the Settlement provides an outstanding recovery to the Class. The settlement amount comprises approximately 50% of damages attributable to Class members. That damages figure was calculated by Dr. Leitzinger, an industrial relations economist with decades of antitrust experience whose work has been found reliable by numerous courts. After spending thousands of hours examining payment data related to hundreds of provider agreements, Dr. Leitzinger estimated that total damages resulting from BCBSM's misconduct was \$118 million and, further, that damages to Class members totaled \$60 million of that \$118 million, with the remainder attributable to HAP.¹⁵ Despite these calculations, which were fully made public following the unsealing of Dr. Leitzinger's report and other pleadings, the Varnum Group insists that the settlement amount should be at least \$850 million—more than seven times the total damages calculated by Dr. Leitzinger and more than 14 times the damages incurred by Class members.

¹⁵ The Varnum Group argues that Dr. Leitzinger “did not conclude that the class had suffered \$118 million in damages” but rather only made that calculation to “illustrate that damages to the class ‘can be calculated in a class-wide, formulaic fashion.’” Varnum Obj. at 12. In reality, Dr. Leitzinger's calculation reflects the best calculation he could make, and there is no reason to believe that his number would change in the merits phase of expert discovery. While his expert report states that the calculation does not reflect his “final opinion” on damages, that disclaimer is routinely included in expert reports on class certification to permit the expert to respond to any new discovery or the defendant's expert report.

The Varnum Group's arguments that Plaintiffs underestimated damages are plainly inaccurate or inapposite:

- The objection asserts that the settlement fund is inadequate in comparison to the overall amount spent on hospital services in Michigan. Varnum Obj. 12-15. Yet, the litigation seeks to recover the *overcharges* attributable to BCBSM's misconduct, not total payments for hospital services.
- The objection references Aetna's estimate of substantial damages in its competitor case. *Id.* at 8-11. Yet, Aetna's damages estimate is based on the company's lost profits in the health insurance market and diminution of business value, not overcharges for purchases of hospital services.
- The objection relies on the assertion by Aetna's expert, Dr. Vellturo, that BCBSM paid over \$100 million to Michigan hospitals in exchange for MFN protection. *Id.* at 10. But this is the amount, according to Dr. Vellturo, that BCBSM itself paid for MFN protection. It does not reveal how much more BCBSM's self-insured customers (members of the Class) paid. *Id.*
- The objection argues that Dr. Leitzinger "did not include downstream damages resulting from the reduced competition in the health insurance marketplace caused by BCBSM's increased monopoly power." *Id.* at 13. Yet, Plaintiffs are representing a class of purchasers of hospital *services*, not purchasers of health *insurance*. Thus, "downstream damages" are irrelevant to *this* case.
- The objection argues that Plaintiffs fail to include treble damages in their valuation of the case. *Id.* Yet, "courts do not traditionally factor treble damages into the calculus for determining a reasonable settlement value." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009); *see also*, *e.g.*, *Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 324-25 (3d Cir. 2011); *In re Art Materials Antitrust Litig.*, 100 F.R.D. 367 (N.D. Ohio 1983).

While the Varnum Group points to irrelevant facts and theories in an attempt to support their wholly unrealistic damages estimate, they do not address *the*

record in this case to substantiate their objection. The Varnum Group previously insisted that numerous pleadings be unsealed so that they and other Class members could effectively evaluate the Settlement. Yet, now that those documents have been unsealed, the Varnum Group has conspicuously failed to rely on that extensive unsealed record to support their objection. Specifically, the Varnum Group, which offers no expert testimony of its own, has not demonstrated that damages can be calculated from any more than 23 provider agreements, or that Dr. Leitzinger's methodology underestimates damages attributable to those 23 provider agreements.

The Varnum Group also claims that Plaintiffs can assuredly litigate this case to a successful and more lucrative conclusion. Varnum Obj. at 12. This is wishful thinking unmoored from the facts of this case. The objection asserts that the DOJ prosecution for injunctive relief rendered success in this private litigation a foregone conclusion. *Id.* at 4-5. Yet, unlike the DOJ, Plaintiffs must certify a litigation class, prove injury to that class, and reliably measure the amount of the class's damages—and those are the most challenging hurdles in this case. The objection also states that Plaintiffs have not yet lost a dispositive motion. *Id.* at 11. However, other than the initial motion to dismiss, no dispositive motion has been filed in this case. The parties have not yet briefed summary judgment.

The risks facing the Class from continued litigation are significant. There are critical *Daubert* and class certification motions now pending before the Court. In

each motion, BCBSM has made an array of detailed arguments, and a ruling in BCBSM's favor on either motion could prove fatal to Plaintiffs' case. Despite the import of these motions, the Varnum Group *fails to even mention them*, let alone address the arguments contained therein. Despite having access to the extensive unsealed record it claimed to so desperately need to evaluate the Settlement, the Varnum Group does not rebut, or address the viability of, BCBSM's multi-pronged attacks on Dr. Leitzinger's testimony and Plaintiffs' certification motion.

If Plaintiffs prevailed on the pending *Daubert* and certification motions, they would still face several difficult and time-consuming steps before any litigated recovery could be obtained, including summary judgment, a Rule 23(f) petition for interlocutory appeal, additional *Daubert* challenges, motions in limine and a jury trial. At trial, each element of Plaintiffs' claim would be the subject of complex testimony by dueling experts, and it is highly uncertain how a jury would resolve these disputes. Finally, even if a jury found that BCBSM's practices were illegal and caused significant damages, Plaintiffs would still face a risk of reversal by a Sixth Circuit panel or the Supreme Court. All these hurdles created significant risk that the Class would recover nothing if Plaintiffs continued to litigate their claims.

Unable to rely on the unsealed record to refute either Plaintiffs' damages analysis or Plaintiffs' account of the litigation risks, the Varnum Group resorts to disparaging the integrity of Class Counsel. Without support, the Varnum Group

asserts that Class Counsel entered into a “good deal” for themselves and a “terrible deal” for the Class and then engaged in a “cynical attempt to discourage most class members from submitting claims in order to justify the extremely low settlement fund.” Varnum Obj. at 3, 24-25. Yet, this is not plausible because the interests of the Class and the interests of Class Counsel are fully aligned. A “terrible deal” for the Class would be a “terrible deal” for Class Counsel, as the amount of attorneys’ fees that Class Counsel may receive from this case is proportional to the size of the recovery obtained for the Class. For that and other reasons, Class Counsel have consistently sought to maximize the dollar value of the recovery for the Class. Indeed, this Court has held that “there is no indication of fraud or collusion in this case.” Dkt. No. 213 at 21.

Finally, in addition to criticizing the amount of the settlement, the Varnum Group attacks its distribution. The Varnum Group argues that only half of the settlement amount will ultimately be distributed to Class members after the deduction of litigation expenses and attorneys’ fees¹⁶ and, further, that the average payout to each Class member will only be \$3 to \$5, if the net settlement amount is divided by the number of Class members. This argument is fundamentally flawed.

¹⁶ The Varnum Group’s objection to the attorneys’ fees and incentive awards requested by Class Counsel are addressed in the Reply in Support of Class Counsel’s Motion for Award of Attorneys’ Fees, Reimbursement of Expenses, and Payment of Incentive Awards to Class Representatives. Dkt. No. 350.

To begin, the net settlement fund will *not* be divided by the total number of Class members and, thus, the average payout will be substantially higher than \$5. Because Plaintiffs were unable to calculate damages for the majority of Class members, the Plan of Allocation predominantly allocates settlement funds to the limited subset of Class members that were ascertainably harmed by 23 provider agreements with MFN hospitals. As a result, if half the total settlement amount is distributed to Class members, they will receive approximately 25% of their damages, which is an excellent recovery. In addition, the uniform rule is that courts assess a settlement's adequacy on the basis of the total amount of the settlement fund, including any portion awarded for fees and expenses. *See, e.g., Sullivan v. DB Inv., Inc.*, No. 04-cv- 2819, 2008 WL 8747721, at *22 (D.N.J. May 22, 2008), *aff'd*, 667 F.3d 273. This rule is necessary for a fair assessment of any settlement because the provision of legal services is part of the benefit received by class members. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 477 (1980).

B. Christopher Andrews

Another objection to the Settlement was filed by a serial and professional objector named Christopher Andrews, who has previously objected in this case and in multiple other class actions. Mr. Andrews filed an 85-page objection, with hundreds of pages of exhibits, that contains often unintelligible attacks on the Settlement and is devoid of any substantive analysis of the case. "Andrews Obj."

(Aug. 22, 2018), Dkt. No. 341.

Despite Mr. Andrews' supposed belief that the Class could recover "many multiples of \$30 million in a better negotiated settlement," *id.* at 15, Mr. Andrews told Class Counsel before filing his initial objection in 2014 that he would drop his entire objection if Class Counsel merely reduced their fee request by \$990,000—and paid \$153,450 to Mr. Andrews. *See* September 19, 2014 Email and Attachment Sent by Christopher Andrews to Class Counsel Dan Gustafson, attached as Exhibit B. Otherwise, Mr. Andrews would "send a letter to all judges in this district," file "BAR complaints," and otherwise attempt to damage Class Counsel. *See* September 22, 2014 Emails sent by Christopher Andrews to Class Counsel Powell Miller, attached as Exhibit C. For that reason, this Court previously held that Mr. Andrews' objections "are not warranted by the law and facts of the case, were not filed in good faith and were filed to harass Class Counsel." Dkt. No. 213 at 46.

Mr. Andrews has a history of engaging in this type of extortion in class actions. His pattern of conduct was laid bare in *In re Polyurethane Foam Antitrust Litigation*, where the court imposed sanctions on Mr. Andrews, finding:

If there were any doubt whether to order a sanction, and there is none, one need look no further than Andrews' most recent and unauthorized "supplement" filing. Beyond the improper filing, the substance—or lack thereof—once again reflects Andrews' unreasonableness: claiming as he does, without factual or legal support, that [Class] counsel, not he, deserves sanctions. Quite the opposite. Enough already with these repetitive, warmed-over, and meritless arguments.

This Court agrees with the [Class] that Andrews continues his vexatious use of the judicial system and does so to either to extort a pay-off from the [Class] or as a delay tactic to prolong his coercion attempt. This Court further agrees that Andrews has delayed this case far too long and has ignored both this Court's Orders and rulings from the Sixth Circuit.

In re Polyurethane Foam Antitrust Litigation, No. 10-md-02196, 2016 WL 6599969, at *1 (N.D. Ohio Oct. 24, 2016) (citation omitted). There are numerous other recent examples of Andrews' pattern of vexatious, extortionate conduct.¹⁷ Leaving aside Mr. Andrews's motives, his objection addresses the same issues raised by the Varnum Group, with three exceptions. First, Mr. Andrews argues that named Plaintiffs "lack standing to litigate and settle this action." Andrews Obj. at 23-28. This is inaccurate.¹⁸ The named Plaintiffs fall squarely within the class definition, and this Court previously rejected BCBSM's motion to dismiss on the basis of

¹⁷ See *In re Packaged Ice Antitrust Litig.*, No. 17-2137, 2018 WL 4520931, at *8 (6th Cir. May 24, 2018) (noting that many of Mr. Andrews assertions are vague, conclusory, and made without legal support); *Edwards v. Nat'l Milk Producers Federation*, No. 11-cv-04766, 2017 WL 3616638 (N.D. Cal. June 26, 2017) (overruling all of Andrews' objections to settlement); *In re Lithium Ion Batteries Antitrust Litig.*, No. 13-md-02420, 2017 WL 4873500, at *2-3 (N.D. Cal. Oct. 27, 2017) (overruling all objections raised by Mr. Andrews); *In re Optical Disk Drive Prods. Antitrust Litig.*, No. 3:10-md-2143, 2016 WL 7364803, at *11 (N.D. Cal. Dec. 19, 2016) (noting that Andrews frequently files objections in class action proceedings and overruling all objections).

¹⁸ This argument is also actively hostile to the Class as a whole. If Mr. Andrews' baseless claim were accepted, and Plaintiffs were dismissed on standing grounds, recent Supreme Court precedent casts doubt on whether there could be *any* class-wide recovery. See *China Agritech, Inc. v. Resh*, 138 S. Ct. 1800, 1804 ("But *American Pipe* does not permit the maintenance of a follow-on class action past expiration of the statute of limitations.").

standing, holding that “Class Plaintiffs have stated sufficient facts to allege injury.” Dkt. No. 102 at 7. Second, Mr. Andrews argues that the amended Settlement fails to define several terms, such as “Plaintiffs,” “Party,” and “Settlement Administration Expenses.” Andrews Obj. at 46-47. This is false; the amended Settlement defines those terms. Amended Settlement Agreement ¶¶16-17, 28. Third, Mr. Andrews argues that the parties selected a cy pres beneficiary, Free Clinics of Michigan, that is a vehicle to funnel funds to BCBSM. Andrews Obj. at 59-63. This is incorrect. Free Clinics of Michigan is a volunteer nonprofit organization unrelated to BCBSM that provides free healthcare to uninsured families.

VI. CONCLUSION

For the foregoing reasons, the Settlement and Plan of Allocation should be approved.

Dated: October 16, 2018

Respectfully submitted,

/s/ E. Powell Miller

E. Powell Miller (P39487)

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Interim Liaison Counsel

CERTIFICATE OF SERVICE

I hereby certify that on October 16, 2018, I electronically filed the foregoing document with the Clerk of the Court using the ECF system which will send notification of such filing to all filing users indicated on the Electronic Notice List through the Court's electronic filing system.

I further certify that I will serve copies via First Class U.S. Mail and e-mail upon all other parties indicated on the Manual Notice List.

THE MILLER LAW FIRM, P.C.

/s/ E. Powell Miller
E. Powell Miller (P39487)
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Rochester, Michigan 48307
Telephone: (248) 841-2200
epm@millerlawpc.com

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

THE SHANE GROUP, INC., *et al.*,

Plaintiffs, on behalf of themselves
and all others similarly situated,

v.

BLUE CROSS BLUE SHIELD OF
MICHIGAN,

Defendant.

Civil Action No. 2:10-cv-14360-DPH-
MKM

Judge Denise Page Hood

Magistrate Judge Mona K. Majzoub

INDEX OF EXHIBITS

Exhibit A- Proposed Final Approval Order

Exhibit B- September 19, 2014 Email

Exhibit C- September 22, 2014 Emails

Exhibit D- Chappell Declaration

Exhibit A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

THE SHANE GROUP, INC. *ET AL.*,

Plaintiffs, on behalf of themselves
and all others similarly situated,

vs.

BLUE CROSS BLUE SHIELD OF
MICHIGAN,

Defendant.

Civil Action No. 2:10-cv-14360-DPH-
MKM

Judge Denise Page Hood
Magistrate Judge Mona K. Majzoub

[PROPOSED] ORDER APPROVING SETTLEMENT

The Court has (1) reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement dated October 11, 2016; (2) held a Fairness Hearing after being satisfied that notice to the Settlement Class has been provided in accordance with the Court's Order Granting Preliminary Approval to Proposed Class Settlement entered on April 17, 2018 (the "Preliminary Approval Order"); (3) taken into account any objections submitted prior to the Fairness Hearing in accordance with the Preliminary Approval Order, and the presentations and other proceedings at the Fairness Hearing; and (4) considered the Settlement in the context of all prior proceedings had in this litigation. Accordingly, the Court enters the following **FINDINGS and CONCLUSIONS**:

A. Capitalized terms used in this Order that are not otherwise defined herein shall have the meaning assigned to them in the Amended Agreement.

B. The Court has subject matter jurisdiction over this Action.

C. The notice to Settlement Class Members consisted of postcard notices to millions of potential class members, as well as advertisements in newspapers and newspaper supplements,

in *People* magazine, and on the Internet. The Settlement Administrator also created a website where Settlement Class Members could obtain the Amended Agreement, the Long Form Notice, the Claim Forms, the list of Michigan General Acute Care Hospitals, and the list of Affected Combinations (as defined in Plaintiffs' motion for class certification). The Court finds that this notice (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, and of their right to object and to appear at the Fairness Hearing or to exclude themselves from the Settlement; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

D. By providing notice of the proposed Settlement to the relevant state and federal authorities within 10 days of the filing of the proposed Settlement with this Court, Defendant has complied with the requirements of 28 U.S.C. § 1715.

E. The Court held a Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Settlement and has [BEEN ADVISED THAT NO OBJECTIONS TO THE SETTLEMENT HAVE BEEN FILED/CONSIDERED ALL SUCH OBJECTIONS].

F. The Settlement is the product of good faith, arm's length negotiations between the Plaintiffs and Class Counsel, on the one hand, and BCBSM and its counsel, on the other hand.

G. The Settlement, as provided for in the Amended Agreement and exhibits, is in all respects fair, reasonable, adequate, and proper, and in the best interest of the Settlement Class. In reaching this conclusion, the Court considered a number of factors, including: (1) the likelihood of success on the merits weighed against the amount and form of the relief offered in the settlement; (2) the risks, expense, and delay of further litigation; (3) the judgment of experienced

counsel who have competently evaluated the strength of their proofs; (4) the amount of discovery completed and the character of the evidence uncovered; (5) whether the settlement is fair to the unnamed class members; (6) objections raised by class members; (7) whether the settlement is the product of arm's length negotiations as opposed to collusive bargaining; and (8) whether the settlement is consistent with the public interest. See, e.g., In re Cardizem CD Antitrust Litig., 218 F.R.D. 508, 522 (E.D. Mich. 2003).

H. A list of those Settlement Class Members who have timely and validly requested exclusion from the Settlement and the Settlement Class, and who are therefore not bound by the Settlement, the provisions of the Amended Agreement, this Order, or the Final Judgment to be entered by the Clerk of the Court hereon, has been submitted to the Court in the Declaration of the Settlement Administrator (attached as Exhibit C to Plaintiffs' Memorandum of Law in Support of Motion for Final Approval of Settlement, hereinafter " Marr Decl."), filed in advance of the Fairness Hearing. All Settlement Class Members shall be subject to all of the provisions of the Settlement, the Settlement Agreement, this Order, and Final Judgment to be entered by the Clerk of the Court.

On the basis of the foregoing findings and conclusions, as well as the submissions and proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

Approval of Settlement

1. The Settlement and the Amended Agreement, including the Plan of Allocation attached to the Settlement Agreement as Exhibit F, are hereby approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the requirements of due process and

Federal Rule of Civil Procedure 23 have been satisfied. The parties are ordered and directed to comply with the terms and provisions of the Amended Agreement.

2. The Settlement Class Members identified on the list submitted to the Court as having timely and properly requested exclusion from the Settlement and the Settlement Class are hereby excluded from the Settlement Class and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Amended Agreement.

3. If this Order is reversed on appeal or the Amended Agreement is rescinded or does not receive Final Approval for any reason, the certification of the Settlement Class and appointment of the Class Representatives shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Amended Agreement might have asserted but for the Amended Agreement.

Release and Injunctions Against Released Claims

4. Plaintiffs and each of the other Settlement Class Members, jointly and severally, shall, and hereby do, fully release and discharge BCBSM and Released Parties from any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, arising out of or in any way relating to Most Favored Nation Clauses, or any matter or event occurring up to the execution of this Agreement arising out of the dispute which is the subject of this Action, whether in contract, tort, local law, or violation of any state or federal statute, rule or regulation, including without limitation, claims under the Sherman Act, Clayton Act or any Michigan antitrust statute, from January 1, 2006,

through the Execution Date (“Released Claims”). Released Claims include any unknown claims that Settlement Class Members do not know or suspect to exist in their favor, which if known by them, might have affected this Agreement with BCBSM and the release of Released Parties.

5. As used in Paragraph 4 herein, “Most Favored Nation Clauses” means all agreements and arrangements between BCBSM and general acute care hospitals in Michigan that (a) Plaintiffs have alleged or contended in this Action are most favored nation clauses, (b) are within the definition of a most favored nation clause contained in Section 3405a(4) of 1956 PA 218, or (c) have the same purpose or effect as the agreements and arrangements described in clauses (a) and (b) of this Paragraph.

6. The Release described in Paragraph 4 herein is not intended to, and shall not, release any claims for medical malpractice, insurance coverage, product liability, personal injury, or similar claims.

7. The Settlement Class Members are permanently enjoined from filing, commencing, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from, any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts Released Claims. In addition, Settlement Class Members are enjoined from asserting as a defense, including as a set-off or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

Other Provisions

8. Neither the Amended Agreement nor any provision therein, nor any negotiations, statements, submissions, or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of the Plaintiffs, any Settlement

Class Member, BCBSM, or any other person of any liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in the Action are or are not meritorious, and neither this Order nor the Amended Agreement, nor any statements or submissions in connection therewith shall be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Amended Agreement, this Order, and the Final Judgment to be entered thereon may be filed in any action by BCBSM or Settlement Class Members seeking to enforce the Amended Agreement or the Final Judgment by injunctive or other relief, or to assert defenses including, but not limited to, *res judicata*, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Amended Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings, as to Released Claims or other prohibitions set forth in this Order, that are maintained by, or on behalf of, the Settlement Class Members or any other person subject to the provisions of this Order.

9. In the event the Amended Agreement does not receive Final Approval or is rescinded in accordance with the terms and provisions of the Amended Agreement, then this Order and the Final Judgment shall be rendered null and void and be vacated and all orders entered in connection therewith by this Court shall be rendered null and void.

10. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction for the purposes of implementing and enforcing the Agreement, and adjudicating any disputes that arise pursuant to the Agreement.

Entry of Judgment

11. The Clerk of the Court is directed to enter the Final Judgment in the form attached to this Order dismissing this Action, and all claims asserted therein, with prejudice as to BCBSM.

SO ORDERED this _____ day of _____ 2018.

HONORABLE DENISE PAGE HOOD
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

THE SHANE GROUP, INC. *ET AL.*,

Plaintiffs, on behalf of themselves
and all others similarly situated,

vs.

BLUE CROSS BLUE SHIELD OF
MICHIGAN,

Defendant.

Civil Action No. 2:10-cv-14360-DPH-
MKM

Judge Denise Page Hood
Magistrate Judge Mona K. Majzoub

[Proposed] FINAL JUDGMENT

The Court has entered the Final Approval Order as to the parties' Settlement. Accordingly, Plaintiffs' and the Settlement Class's claims against Blue Cross Blue Shield of Michigan are hereby **DISMISSED WITH PREJUDICE**, and this Final Judgment shall issue consistent with Federal Rule of Civil Procedure 58.

SO ORDERED this _____ day of _____ 2018.

HONORABLE DENISE PAGE HOOD
UNITED STATES DISTRICT JUDGE

Exhibit B

From: caaloo <caaloo@gmail.com>
Sent: Friday, September 19, 2014 6:27 PM
To: Dan Gustafson
Subject: Re: Blue Cross Blue Shield of Michigan Rough Draft Objection
Attachments: new stip.doc

Dan,

Here it is on short notice, you can make changes and clean it up if need be. Give me a call to discuss some time this weekend as to Monday filing and which one. I would make a second copy and reword to have the award come out of the settlement fund if that's a deal breaker.

Chris Andrews

On Fri, Sep 19, 2014 at 5:45 PM, caaloo <caaloo@gmail.com> wrote:

It was done, saved it and it is nowhere in the computer and no one here to help. Will have to redo and send again.

On Fri, Sep 19, 2014 at 4:29 PM, Dan Gustafson <DGustafson@gustafsongluek.com> wrote:

Thx

Dan

On Sep 19, 2014, at 3:19 PM, "caaloo" <caaloo@gmail.com<<mailto:caaloo@gmail.com>>> wrote:

Just looked at email after I called you. I will assemble a motion for your review and email it to you. That will show what I was going to clarify with you. Should be there within a forty minutes ish.

Christopher Andrews

On Fri, Sep 19, 2014 at 12:56 PM, Dan Gustafson

<DGustafson@gustafsongluek.com<<mailto:DGustafson@gustafsongluek.com>>> wrote:

Dear Mr. Andrews

Thanks for taking the time to talk to us this morning about your potential objections

We are considering your offer and will get you a final answer as soon as we can.

But as we advised you, we fully expect that we would need a written demand/agreement that we could put before the Court to make sure there is no confusion about the terms and to make sure that we full transparency before the Court and Class.

To further this possible resolution, can you get us a written demand and proposed settlement agreement?

Then we will all know what the exact details are so we can make clear choices

Let me know when I can expect a draft

Dan

From: E. Powell Miller [mailto:epm@millerlawpc.com<mailto:epm@millerlawpc.com>]
Sent: Thursday, September 18, 2014 3:54 PM
To: caaloa
Cc: Small, Daniel (DSmall@cohenmilstein.com<mailto:DSmall@cohenmilstein.com>)
(DSmall@cohenmilstein.com<mailto:DSmall@cohenmilstein.com>); Dan Gustafson; Dan Hedlund
Subject: RE: Blue Cross Blue Shield of Michigan Rough Draft Objection

Dear Mr. Andrews:

Here is the call in information:

This conference call is scheduled for 10:00am Eastern Time/9:00am Central Time.
Date: Friday, September 19, 2014
Start Time: 10:00 AM Eastern Daylight Time
Dial-in Number: [1-605-475-5950](tel:1-605-475-5950)<tel:[1-605-475-5950](tel:1-605-475-5950)> (Midwest)
Participant Access Code: 3674356

Sincerely,
Powell Miller

The Miller Law Firm, PC
950 West University, Suite 300
Rochester, Michigan 48307
[248-841-2200](tel:248-841-2200)<tel:[248-841-2200](tel:248-841-2200)>

From: caaloa [mailto:caaloa@gmail.com<mailto:caaloa@gmail.com>]
Sent: Thursday, September 18, 2014 4:46 PM
To: E. Powell Miller
Subject: Re: Blue Cross Blue Shield of Michigan Rough Draft Objection

OK

On Thu, Sep 18, 2014 at 4:41 PM, E. Powell Miller
<epm@millerlawpc.com<mailto:epm@millerlawpc.com>> wrote:
Thanks Mr. Andrews

I will work on a call in number and be sure to e-mail it to you before 10 tomorrow.

Sincerely,

Powell

The Miller Law Firm, PC
950 West University, Suite 300
Rochester, Michigan 48307
[248-841-2200](tel:248-841-2200)<tel:[248-841-2200](tel:248-841-2200)>

From: caaloa [mailto:caaloa@gmail.com<mailto:caaloa@gmail.com>]
Sent: Thursday, September 18, 2014 4:34 PM

To: E. Powell Miller

Subject: Re: Blue Cross Blue Shield of Michigan Rough Draft Objection

Sure

On Thu, Sep 18, 2014 at 3:49 PM, E. Powell Miller

<epm@millerlawpc.com<mailto:epm@millerlawpc.com>> wrote:

Mr. Andrews,

Can you participate in a call tomorrow (Friday) at 10 EST? If so, I will e-mail a call in number. We will have as participants who are all class counsel: myself, Dan Small, Dan Hedlund and/or Dan Gustafson. Please advise.

Sincerely,

Powell Miller

Sent from my iPhone

On Sep 18, 2014, at 11:07 AM, "E. Powell Miller"

<epm@millerlawpc.com<mailto:epm@millerlawpc.com>> wrote:

Dear Mr. Andrews,

Given traffic issues, I suggest a call Friday or late afternoon Tuesday if that works for you. I have included on this string my colleague Dan Small. Please let me know some good times.

Best,

Powell

The Miller Law Firm, PC

950 West University, Suite 300

Rochester, Michigan 48307

[248-841-2200](tel:248-841-2200)<tel:[248-841-2200](tel:248-841-2200)>

From: caalooa [mailto:caalooa@gmail.com]

Sent: Saturday, September 13, 2014 9:28 AM

To: E. Powell Miller

Subject: Re: Blue Cross Blue Shield of Michigan Rough Draft Objection

Dear Mr. Miller,

We can meet anytime after 10:00 am. Pick a day and I will meet rearrange my schedule. Traffic can be bad during rush hour especially where you are.

On Fri, Sep 12, 2014 at 6:18 PM, E. Powell Miller

<epm@millerlawpc.com<mailto:epm@millerlawpc.com>> wrote:

Dear Mr. Andrews,

Thank you for your email. We respect your right to object, but have different views on the merits of the settlement and the amount of our fee request. We suggest a meeting to discuss our respective views. Please let me know if you are willing to meet and dates you are available.

Sincerely,

Powell Miller

Sent from my iPhone

On Sep 12, 2014, at 4:35 AM, "caaloo" <caaloo@gmail.com<mailto:caaloo@gmail.com>> wrote:
Dear Mr. Miller,

I may have a solution to the problem of enhancing the settlement fund for the class and gaining approval of the settlement on November 12, 2014. The answer is on pages 65 and 66 of the objection. I want counsel to voluntarily agree to reduce the attorney fee request by approximately \$1,155,000. That would ensure the class has more than it has now. I will revise the objection to assist you with its passage assuming the Court approves the motion. This will help Plaintiffs' Counsel save a further reduction of at least \$2,000,000.00 and quite possibly all of the fee. I can provide additional details if you are interested. A bird in the hand is worth three in the bush.

Chris Andrews

On Mon, Sep 8, 2014 at 10:37 AM, E. Powell Miller
<epm@millerlawpc.com<mailto:epm@millerlawpc.com>> wrote:
Dear Mr. Andrews,

I did receive your rough draft of the objection and it is readable. I appreciate your interest and will review it closely.

Sincerely,

Powell Miller

Sent from my iPhone

On Sep 8, 2014, at 10:02 AM, "caaloo" <caaloo@gmail.com<mailto:caaloo@gmail.com>> wrote:
Please email back and let me know you received it and it's readable. Thanks.

On Mon, Sep 8, 2014 at 10:01 AM, caaloo <caaloo@gmail.com<mailto:caaloo@gmail.com>> wrote:
Dear Mr. Miller,

As promised attached is a rough draft of the objection that will be filed with the Court fourteen days from today. Please forward to applicable parties for their review also. Do not take what was written as personal, it's all business. After all parties have carefully reviewed the objection I can be reached at this email address and phone of [1-248-635-3810](tel:1-248-635-3810)<tel:[1-248-635-3810](tel:1-248-635-3810)> from 9:00 a.m. to 9:00 p.m. to discuss the objection what should be done to benefit the class to resolve some or all of these issues. Court's can do anything and the objector's could be wrong and overruled in spite of all the evidence so compromise should be explored if Plaintiffs' Counsel so chooses. Thank you for your time.

Christopher Andrews

The United States District Court
For The Eastern District of Michigan
Southern Division

This Document Applies To:

The Shane Group, Inc. etc. al

Plaintiffs,

v. Blue Cross Blue Shield of Michigan,

Defendant .

Case No. 2:10-cv-14360-DPH-MKM

Case No. 2:10-cv-14360-DPH-MKM

ECF CASE

STIPULATION WITHDRAWING OBJECTION

WHEREAS, as set forth in Lead Plaintiffs' papers supporting the Blue Cross Blue Shield of Michigan (BCBSM) Settlement, Lead Plaintiffs obtained a \$30 million settlement after nearly four years of litigation and negotiations;

WHEREAS, Lead Plaintiffs and Lead Counsel believe that the BCBSM Settlement is a favorable outcome for the BCBSM Settlement Class and has recommended its approval to the Court;

- WHEREAS, Christopher Andrews, Pro se non attorney, also acting as representative under Power of Attorney for Objector Cathy Waltz as executor of the estate of Eileen Greenia and Emily Byrne and as representative for Objector Ronald Waltz and Objector Michael Andrews (the Andrews's Objectors) all BCBSM Class Member's by virtue of all objectors have records that show they paid for healthcare services at a general acute care hospital in Michigan between January 1, 2006 and June 23, 2014 during the class period, are members of the settlement class in Category 1, 2 and 3; therefore have standing to object to the settlement, have filed an objection to the BCBSM Settlement, the application for an award of attorney's fees, reimbursement of expenses and claims process, plan of allocation in connection with the BCBSM Settlement in the above-captioned matter, a copy of which is docketed with the Court as Docket No. _____ (the "Andrews's Objection");

WHEREAS, as reflected in the Andrews's Objection, Andrews objected to, among other things, the fee amount and the \$25 and \$15 minimum distribution per Authorized Claimant:

WHEREAS Andrews objected to the attorney fee amount and requested a reduction in their fee request. and that the claims administration process should reduce the \$25 & \$15 to \$ 10 threshold for minimum distribution among other things;

WHEREAS, Andrews acknowledges that the objections that he had set forth in his Objection have been appropriately and fully addressed in Lead Plaintiffs' settlement submission of October _____2014 submission, Docket No. _____

WHEREAS, Andrews has provided Co-Lead Counsel with an estimate of his commission rate for revenue generated the past 18 years is 28% and he also performs consulting work for attorneys for the past 30 years;

WHEREAS after negotiations with Andrews, Plaintiffs' Counsel has agreed to reduce its request for attorney fees in the amount of \$990,000.00

WHEREAS, this Stipulation is contingent upon the BCBSM Settlement being approved by the Court and the Court awarding attorney's fees to Plaintiffs' Counsel from the BSBSM Settlement Fund; and

WHEREAS, the consideration to be paid by virtue of this Stipulation shall be paid entirely out of any Court-awarded attorney's fees and shall not, in any way, diminish the amount due to the BSBSM Settlement Class in the event that the BCBSM Settlement shall be approved by the Court;

1. In recognition of the time and negotiation experience expended by Andrews and the results achieved by the class in increasing the settlement funds available to compensate all class members and in order to avoid any appeals, Plaintiffs' Counsel hereby agrees, subject to Court approval, to pay a 15.5% fee on the \$990,000.00 revenue he generated back into the settlement fund of \$153,450.00 to Andrews out of any award of attorney's fees granted by the Court in connection with the BCBSM Settlement in the event that the BCBSM Settlement is approved by the Court;

WHEREAS, Co-Lead Counsel have agreed not to contest the Andrews' Application in the amount of \$153,450.00;

NOW THEREFORE, the parties to this Stipulation hereby agree as follows:

1. Acknowledging that Andrews has created a \$990,000.00 benefit for the BCBSM Settlement Class by increasing the settlement fund, Plaintiffs'

Counsel hereby agree not to contest the Andrews' Application in an amount of \$153,450.00, to be paid to Andrews within five days of Plaintiffs' Counsel receiving the Court Order of it's attorney fee award; and

2. Andrews will hereby withdraw the objection and agrees that he shall not appeal any orders in connection with the Settlement, Plan of Allocation or award of attorneys' fees and reimbursement of expenses.

Said amount, upon approval of the Court, shall be paid out of the attorney fees that are ultimately awarded to Plaintiffs' Counsel by the Court in connection with the BCBSM Settlement and shall be paid to Mr. Andrews within five calendar days after Plaintiffs' Counsel receives its award of attorney's fees and expenses in the BCBSM Settlement in connection with the above-captioned matter; and

Andrews hereby withdraws his Objection with prejudice and shall not appeal any issues with respect to the BCBSM Settlement.

/s/ Daniel E. Gustafson
Daniel E. Gustafson
Daniel C. Hedlund
GUSTAFSON GLUEK PLLC
Canadian Pacific Plaza
120 South Sixth Street, Suite 2600
Minneapolis, MN 55402
Telephone: (612) 333-8844
dgustafson@gustafsongluek.com
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Daniel A. Small
Brent W. Johnson
Jeffrey B. Dubner
COHEN MILSTEIN SELLERS
& TOLL PLLC
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Theodore B. Bell
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FREEMAN & HERZ LLC
55 West Monroe Street, Suite 1111
Chicago, Illinois 60603
Telephone: (312) 984-0000
tbell@whafh.com
Interim Class Counsel

SO ORDERED: _____ DATE: _____, 2014

Denise Page Hood
United States District Judge

Exhibit C

E. Powell Miller

From: caaloo <caaloo@gmail.com>
Sent: Monday, September 22, 2014 1:02 PM
To: E. Powell Miller
Subject: Re: No Response

Dear Mr. Powell,

Since i am now just starting to print off three copies and download and print the exhibits I will be rushed to get this all done by 4:00 pm. This delivery will occur tomorrow am. Some of you are so clueless based on what I now know. Take the offer. Have a nice day.

Christopher Andrews

On Mon, Sep 22, 2014 at 12:45 PM, caaloo <caaloo@gmail.com> wrote:

Dear Mr. Miller,

No call means no I guess. After reviewing the 380 pages in this objection it will be posted to Scribd and a email news release sent out to 125 news organizations, congressional committees, public interest groups directing them to this objection. I will also send a letter to all judges in this district referring them to this objection so everyone will be able to see what a poster child of abuse this entire settlement is so no other class members will be victimized in future class action settlements. The goal is to get Plaintiffs Counsel dismissed as you already know, the demands have now changed and been substantially increased. This won't be a slam dunk like it was for your last two settlements in in the Detroit Federal Court. BAR complaints will also being filed. You can also include this for the judge to see with all the other emails sent your way.

Christopher Andrews

Exhibit D

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

THE SHANE GROUP, INC., et. al.,

Plaintiffs, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

BLUE CROSS BLUE SHIELD OF
MICHIGAN,

Defendant.

Case No. 2:10-cv-14360-DPH-MKM

Honorable Denise Page Hood

DECLARATION OF LES CHAPPELL
REGARDING SETTLEMENT NOTICE AND ADMINISTRATION

I, Les Chappell, hereby declare and state as follows:

1. This Declaration supplements and updates my previous declaration of August 16, 2018.

2. I am a Project Manager employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the Claims Administrator, for the above captioned case. I am fully familiar with the actions taken by Epiq with respect to the Settlement as described below, and am competent to testify about them if called upon to do so.

3. Epiq was established in 1968 as a client services and data processing company. Epiq has been administering bankruptcies since 1985 and settlements since 1993, including settlements of class actions, mass tort litigations, Securities and Exchange Commission and

Federal Trade Commission disgorgement actions, and other major litigation. Epiq has administered over 600 settlements in complex cases, including some of the largest and most complex cases ever settled. Epiq's class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment and implementation of notice fulfillment services, coordination with the United States Postal Service ("USPS"), notice website development and maintenance, dedicated phone lines with recorded information and/or live operators, receipt and processing of opt-outs, claims database management, claim adjudication, funds management, and award calculations and distribution services. Epiq works with the settling parties, the Court, and the Class Members in a neutral facilitation role to implement settlement administration services based on the negotiated terms of a settlement.

OVERVIEW OF EPIQ'S RESPONSIBILITIES

4. The Court re-appointed Epiq as the Settlement Administrator in its April 17, 2018, Order preliminarily approving the proposed Amended Settlement. Epiq's responsibilities to date include:

- a. printing the Court-approved Settlement Class Notice and Individual Claim Package to be sent to potential Class Members;
- b. searching the National Change of Address database for a more current address for each Class Member;
- c. mailing the Settlement Class Notice and Individual Claim Package and, when required, re-mailing, by first-class mail to Class Members;
- d. obtaining updated addresses, when possible, and re-mailing Notices and Claim Packages returned as undeliverable mail;

- e. providing a post-office box to receive Claim Forms, Requests for Exclusion and other communications;
- f. receiving, logging, and processing Claim Forms, Requests for Exclusion and other communications from potential Class Members;
- g. establishing and maintaining a website to provide information regarding the proposed Settlement to potential Class Members; and
- h. establishing and maintaining a toll-free number with a Voice Response Unit (“VRU”), providing an automated message with information regarding the proposed Settlement to potential Class Members.

MAILING OF THE SETTLEMENT NOTICE AND CLAIM PACKAGE

5. On May 18, 2018, Epiq began mailing the Court-approved Settlement Class Notice via first class U.S. Mail to all individuals identified by counsel, for a total of 2,942,365 Notices. This mailing concluded on May 25, 2018.

6. From May 25, 2018 to October 12, 2018, the USPS has returned 320,408 Settlement Class Notices to Epiq as undeliverable. Epiq submitted these addresses for research against the LexisNexis database and re-mailed to any updated addresses. As of October 12, 2018, Epiq has remailed a total of 154,211 Settlement Class Notices.

7. Epiq mailed a total of 52,350 Individual Claim Packages as part of the original Settlement, and ceased mailing Individual Claim Packages in January 2015.

8. On June 12, 2018, Epiq resumed mailing the Individual Claim Package to potential Class Members who requested a copy through the toll-free number or by email. From June 12, 2018 to October 12, 2018, Epiq has mailed a total of 19,084 Individual Claim Packages. Epiq will

continue to mail Individual Claim Packages as additional requests are received up to the claim filing deadline of November 3, 2018. With regard to both Settlements, Epiq has mailed a total of 71,342 Individual Claim Packages.

CLAIM FORMS

9. From May 25, 2018 to October 12, 2018, Epiq has received a total of 4,650 paper Individual Claim Forms and 35 paper Insurer Claim Forms.

10. From May 25, 2018 to October 12, 2018, 34,732 Individual Claims and 34 Insurer Claims were submitted electronically via the website. Epiq will maintain the online claim functionality until November 3, 2018, at which point that function will be disabled.

11. As of October 12, 2018, Epiq has received 84,094 claims through either the post-office box or the website, inclusive of both the original Settlement and the Amended Settlement.

12. Per the terms of the amended Settlement Agreement, all submissions filed as part of the original Settlement will be treated as valid and timely submissions.

13. The claim filing deadline is November 3, 2018. Epiq will continue receiving claims and treat all claims postmarked by this date as timely and valid submissions. Historically, Epiq has seen an increased volume of claims filed as the deadline approaches, as claimants historically have waited until closer to the claim filing deadline to submit claims.

REQUESTS FOR EXCLUSION AND OBJECTIONS RECEIVED

14. As of October 12, 2018, Epiq has received 308 unique Requests for Exclusion for the Amended Settlement. The deadline to mail a Request for Exclusion was September 16, 2018. Of the 308 unique Requests for Exclusion 179 were complete, 127 were procedurally incomplete

(missing phone number, case number, signature, etc.), and two (2) were postmarked after the deadline. A report of the complete Requests for Exclusion is attached as **Exhibit A** and a report of the incomplete and late Requests for Exclusion is attached as **Exhibit B**.

15. Of these 179 unique Requests for Exclusion, three (3) were filed by insurers or self-insured entities. They were filed by Alliance Health and Life Insurance Company and its subsidiaries.

16. As of October 12, 2018, Epiq has received zero (0) Objections to the Amended Settlement. Two documents were originally received and categorized as objections and reported to Class Counsel. Because these purported objections followed the procedure for opting out of the settlement rather than objecting, Class Counsel followed up with the individuals in question to determine their intent. These individuals originally intended to opt out but have since confirmed they wish to make claims. Epiq understands that two objections have been filed with the Court and sent to Counsel.


CLASS ACTION SETTLEMENT INFORMATION WEBSITE

17. From May 25, 2018 to October 12, 2018, the website has received 238,716 hits and has registered 75,681 unique visitor sessions.

CLASS ACTION INFORMATION CENTER AND TELEPHONE SUPPORT

18. From May 25, 2018 to October 12, 2018 the automated, toll free line has received 38,081 calls representing 181,168 total minutes of use. Of these, 12,893 calls have gone through to a live operator for a total of 110,702 minutes of use.

I declare under penalty of perjury under the laws of the United States and the State of Oregon that the foregoing is true and correct and that this declaration was executed on October 16, 2018 in Beaverton, Oregon.



Les Chappell
Project Manager
Epiq Class Action & Claim Solutions, Inc.

Exhibit A



CA8356 - Shane Group v BCBS of Michigan
Opt Out Report

Tracking_Number	First_Name_1	Middle_Name_1	Last_Name_1	Business_Name	Representative_Name	Address_1	Address_2	City	State	Zipcode	DocID	Doc_Type	Doc_Status	Postmark	Received
1005236	DONALD		MEIER		21190 VERMANDER AVE		CLINTON TWP	MI	480353576		90001552	Opt Out	Complete	05/22/2018	05/25/2018
2028610	SANDRA		HALE		543 SPRINGFIELD AVE		SUMMIT	NJ	079014400	9082731228	90001553	Opt Out	Complete	05/22/2018	05/25/2018
2072342	RAYMOND		CERANKOSKY		543 SPRINGFIELD AVE		SUMMIT	NJ	079014400		90001601	Opt Out	Complete	05/22/2018	05/25/2018
1855566	SHIRLEY		WINNICK		7220 FORKLAND WAY		GAINESVILLE	VA	201554869		90001557	Opt Out	Complete	05/24/2018	05/29/2018
1986734	RUSSELL		REYNOLDS		4679 RIDGEWOOD DR		KIMBALL	MI	480741543	8109826610	90001570	Opt Out	Complete	05/24/2018	05/29/2018
318128	CAROLYN		PETERSEN		5410 KINGSTON ST		DEARBORN HTS	MI	481253246	8135655769	90001569	Opt Out	Complete	05/29/2018	06/01/2018
1081778	JOAN		KEMPF		PO BOX 234		LEXINGTON	MI	484500234	8103597795	90001561	Opt Out	Complete	05/29/2018	06/01/2018
1123052	KARL		KEMPF		PO BOX 234		LEXINGTON	MI	484500234	8103597795	90001560	Opt Out	Complete	05/29/2018	06/01/2018
1517152	NELDA		ANGST		4110 FERDEN RD		NEW LOTHROP	MI	484609608	8989453610	90001565	Opt Out	Complete	05/29/2018	06/01/2018
1530611	NANCY		SUGDEN		67 HARBOUR VIEW PT		LINWOOD	MI	486349479	9894159852	90001567	Opt Out	Complete	05/30/2018	06/01/2018
146776	ANNA	MARIE	PULLEN		9218 S 35 RD		CADILLAC	MI	496018717	2318769833	90001575	Opt Out	Complete	05/30/2018	06/04/2018
467602	DAVID		KOSNIK		200 N OCCIDENTAL HWY 15		TECEUMSEH	MI	49286		90001577	Opt Out	Complete	05/30/2018	06/04/2018
772237	DONALD		MELL		2525 BOND ST	# 25	NILES	MI	491204127		90001579	Opt Out	Complete	05/30/2018	06/04/2018
1122751	KARL		COTTON		952 MONROE ST		BENTON HARBOR	MI	490224832	2697577441	90001573	Opt Out	Complete	06/02/2018	06/04/2018
1232633	JUDITH		LAURIE		6224 EAST M 79 HWY		NASHVILLE	MI	490738718	5178529221	90001572	Opt Out	Complete	06/01/2018	06/04/2018
1234835	JENNY		WILLIAMS		8141 FEATHER STONE TER		PORTAGE	MI	490247894	2694920850	90001590	Opt Out	Complete	05/31/2018	06/04/2018
1601684	MARY	ANN	COOPER		4393 BETTY LEE BLVD		GLADWIN	MI	486247601	9894266779	90001576	Opt Out	Complete	05/31/2018	06/04/2018
2368481	SUZANNE		MELL		2525 BOND ST	# 25	NILES	MI	491204127		90001599	Opt Out	Complete	05/30/2018	06/04/2018
178488	BARBARA		PFAU		1217 THURBER DR	# H17	HOWELL	MI	488431224		90001589	Opt Out	Complete	06/02/2018	06/05/2018
288687	DAVID		MAGNANT		2735 E WHITE LAKE DR		TWIN LAKE	MI	494578990		90001580	Opt Out	Complete	05/31/2018	06/05/2018
471156	BILLIE JO		KLEIN		18112 14TH AVE		CONKLIN	MI	494039721	6168995400	90001581	Opt Out	Complete	05/31/2018	06/05/2018
1076914	LEA		BOLOGNA		44550 BROADMOOR CIR N		NORTHVILLE	MI	481688632		90001584	Opt Out	Complete	06/02/2018	06/05/2018
1407155	JORDAN		HUMPHREYS		4908 BROOKFIELD RD	# 8	CHARLOTTE	MI	488139168		90001587	Opt Out	Complete	06/01/2018	06/05/2018
1782250	MASAH		KOJIMA		1335 SPENCER PL	# 35	ADRIAN	MI	492213132		90001582	Opt Out	Complete	06/01/2018	06/05/2018
1973602	SHELD		HUMPHREYS		4908 BROOKFIELD RD		CHARLOTTE	MI	488139168		90001588	Opt Out	Complete	06/01/2018	06/05/2018
2544486	RAYMOND	V	BOLOGNA		44550 BROADMOOR CIR N		NORTHVILLE	MI	481688632		90001586	Opt Out	Complete		06/05/2018
2791818	PATRICIA	J	BOLOGNA		44550 BROADMOOR CIR N		NORTHVILLE	MI	481688632		90001585	Opt Out	Complete	06/02/2018	06/05/2018
2169059	PATRICIA		ROOT		111 PARK MEADOWS DR		LANSING	MI	489173409	5176460161	90001592	Opt Out	Complete	05/31/2018	06/06/2018
2692640	HARMANNA	L	SIKKES		916 PINE AVE NW		GRAND RAPIDS	MI	495044320	6164513627	90001591	Opt Out	Complete	05/31/2018	06/06/2018
1238728	JOANN		KUBASKY		5458 CHASE RD	# 58	DEARBORN	MI	481263128	8135841456	90001598	Opt Out	Complete	06/04/2018	06/07/2018
1244434	JOYCE		FOSTER		15 TRUMAN ST	APT 212	CROSWELL	MI	484221162	8106793724	90001597	Opt Out	Complete	06/04/2018	06/07/2018
1647511	MELVA		SHOOK		9754 E CARLTON CENTER RD		WOODLAND	MI	488979778		90001595	Opt Out	Complete	06/04/2018	06/07/2018
24726	ALEXA		PFAU		1217 THURBER DR	# H17	HOWELL	MI	488431224		90001622	Opt Out	Complete	06/06/2018	06/11/2018
412202	BETH		ELSTON		7091 CHARLES ST	# 91	PIGEON	MI	487559681		90001636	Opt Out	Complete	06/05/2018	06/11/2018
428661	CORLYSS		BODELL		6281 E SAINT JOE HWY		GRAND LEDGE	MI	488379178		90001608	Opt Out	Complete	06/05/2018	06/11/2018
790352	GRETA		ELSTON		7091 CHARLES ST	# 91	PIGEON	MI	487559681		90001640	Opt Out	Complete	06/05/2018	06/11/2018
856617	GEORGINA		BRICK		5430 S 9 MILE RD		AUBURN	MI	486119575		90001610	Opt Out	Complete	06/05/2018	06/11/2018
905165	DONALD		BRICK		5430 S 9 MILE RD		AUBURN	MI	486119575		90001635	Opt Out	Complete	06/05/2018	06/11/2018
915975	ISAAC		ELSTON		7091 CHARLES ST	# 91	PIGEON	MI	487559681		90001639	Opt Out	Complete	06/05/2018	06/11/2018
1076186	JEFFREY		ELSTON		7091 CHARLES ST		PIGEON	MI	487559681		90001612	Opt Out	Complete	06/05/2018	06/11/2018
1512362	LINDA		GREEN		400 E WARWICK DR 102		ALMA	MI	488011081	9894635248	90001606	Opt Out	Complete	06/05/2018	06/11/2018
2134678	STEPHEN		MOORE		PO BOX 2787		HOLLAND	MI	494222787		90001626	Opt Out	Complete	06/07/2018	06/11/2018
2516577	JEAN	A	COOK		6455 HOLLY DR		WEST OLIVE	MI	494609145	6163996396	90001624	Opt Out	Complete	06/05/2018	06/11/2018
3825517	SALLY	J	SOMMERFELDT		4487 E FISHER RD		CUSTER	MI	494059771		90001617	Opt Out	Complete	06/06/2018	06/11/2018
3859136	PHYLLIS		MEADOWS		5410 W LOWE RD		FOWLERVILLE	MI	48836		90001625	Opt Out	Complete	06/05/2018	06/11/2018
3896454	ALAN		PFAU		1217 THURBER DR		HOWELL	MI	48843	5175462556	90001623	Opt Out	Complete	06/08/2018	06/11/2018
230672	CAROLE		DEMARTIN		18511 BLAKELY DR		WOODHAVEN	MI	481834403		90001632	Opt Out	Complete	06/11/2018	06/14/2018
783067	GARY		TAIT		33220 PRIEHS CT		STERLING HTS	MI	483126670		90001629	Opt Out	Complete	06/11/2018	06/14/2018
955783	ELIZA		RUDNICK		313 CHANEY POINT DR		ROSCOMMON	MI	486538109	9898216968	90001633	Opt Out	Complete	06/06/2018	06/14/2018
1414278	LAURENCE		GILLER		123 W MIDDLE ST		WILLIAMSTON	MI	488951329		90001630	Opt Out	Complete	06/11/2018	06/14/2018
1804601	MARY		MEYERS		1041 WALL ST		PORT HURON	MI	480605217	5712699694	90001628	Opt Out	Complete	06/05/2018	06/14/2018
2382829	THOMAS		DEMARTIN		18511 BLAKELY DR		WOODHAVEN	MI	481834403		90001631	Opt Out	Complete	06/11/2018	06/14/2018
1240542	PATRI		BASGALL		515 SPRING ST		GRAND LEDGE	MI	488371403		90001638	Opt Out	Complete	06/12/2018	06/15/2018
204956	ALAN		CUDWORTH		31 E SHERWOOD RD		WILLIAMSTON	MI	488959322		90001641	Opt Out	Complete	06/12/2018	06/18/2018
1396610	MERNA		CHATEL		7411 US HIGHWAY 23 N		ROGERS CITY	MI	497799510	9897343768	90001643	Opt Out	Complete	06/13/2018	06/18/2018
463807	DEBRA		HIDDEN		2105 CAMPFIRE TRL	# 5	ALGER	MI	486109709		90001650	Opt Out	Complete	06/14/2018	06/19/2018
1540897	MARY		INMAN		803 CLARK RD		CERESCO	MI	490339606	2699792632	90001645	Opt Out	Complete	06/15/2018	06/19/2018
2031285	SAMUEL		SISLER		803 SPRING HAVEN DR		FREMONT	IN	467377618		90001647	Opt Out	Complete	06/14/2018	06/19/2018

2198751	SCOTT		HIDDEN		2105 CAMPFIRE TRL		ALGER	MI	486109709		90001649	Opt Out	Complete	06/14/2018	06/19/2018
3192632	WALTER	R	FOOTE		710 CENTRE PL	APT 25	TRAVERSE CITY	MI	496863393		90001871	Opt Out	Complete	06/14/2018	06/19/2018
3777221	RACHEL	B	CALDERON		710 CENTRE PL	APT 25	TRAVERSE CITY	MI	496863393		90001644	Opt Out	Complete	06/14/2018	06/19/2018
1301111	KIMBERLY		SCHTOETZOW		10063 WOODLAWN DR		PORTAGE	MI	490027222		90001655	Opt Out	Complete	06/15/2018	06/21/2018
1356362	JOANNE		HEATH		510 N WARNER ST		BAY CITY	MI	487064448	9893274030	90001654	Opt Out	Complete	06/18/2018	06/21/2018
328845	DEAN		CORWIN		23871 MORTON ST		DOWAGIAC	MI	490479650		90001656	Opt Out	Complete	06/19/2018	06/22/2018
2416529	VIRGINIA		CORWIN		23871 MORTON ST	# 71	DOWAGIAC	MI	490479650		90001670	Opt Out	Complete	06/19/2018	06/22/2018
242581	DIANA		BARTRAM		4304 41ST ST SW	# 4	GRANDVILLE	MI	494182304	6165384683	90001673	Opt Out	Complete	06/20/2018	06/25/2018
731224	ESTATE OF FRANK		WILSON		2015 NEW YORK AVE		LINCOLN PARK	MI	481463479	3133839253	90001678	Opt Out	Complete	06/19/2018	06/25/2018
915333	DONNA		WHITLOW		989 NANCE RD		MADISON	AL	357577711	2567210867	90001668	Opt Out	Complete	06/22/2018	06/25/2018
1122654	KARL		BAMBERGER		PO BOX 610		PORTAGE	MI	490810610	2697189884	90001680	Opt Out	Complete	06/20/2018	06/25/2018
1251654	JOHN		MOORMAN		4775 KERRY ST		MONROE	MI	481618909		90001666	Opt Out	Complete	06/20/2018	06/25/2018
1460078	MARCIA		KENNEY		5407 MAPLE RIDGE		HASLETT	MI	488408651	5172305963	90001672	Opt Out	Complete	06/11/2018	06/25/2018
1600295	MARY		CLOYD		8774 LOZEN DR		STERLING HTS	MI	483134844		90001663	Opt Out	Complete	06/23/2018	06/25/2018
1796973	MONICA		RIVERS		1360 MENDEZ ST		NEW ORLEANS	LA	701222012		90001671	Opt Out	Complete	06/20/2018	06/25/2018
2263545	WILLIAM		CLOYD		8774 LOZEN DR		STERLING HTS	MI	483134844		90001662	Opt Out	Complete	06/23/2018	06/25/2018
2287525	THERESA		CLOYD		8774 LOZEN DR		STERLING HTS	MI	483134844	5862645469	90001661	Opt Out	Complete	06/23/2018	06/25/2018
2417393	WENDELL		BARTRAM		4304 41ST ST SW		GRANDVILLE	MI	494182304	6165384683	90001674	Opt Out	Complete	06/20/2018	06/25/2018
3834049	NORMA	C	ROGERS		6275 HARTLAND RD		FENTON	MI	48430	8106292145	90001669	Opt Out	Complete	06/21/2018	06/25/2018
1690751	LUEAN		GUGGISBERG		118 PARK WAY		ANDERSON	SC	296251976		90001682	Opt Out	Complete	06/23/2018	06/27/2018
3896345	ALEXANDER		DOAN		2299 4 MILE RD		KAWKAWLIN	MI	48631	9896710870	90001683	Opt Out	Complete	06/25/2018	06/28/2018
63858	ANNE		GABRIEL		1812 ROBBINS NEST LN	APT 1	GRAND HAVEN	MI	494179220		90001684	Opt Out	Complete	06/26/2018	06/29/2018
570729	BLANCHE		COLLINS		4434 MEANDERING WAY	APT 106	TALLAHASSEE	FL	323085859		90001687	Opt Out	Complete	06/25/2018	06/29/2018
1876164	PATSY		MIKOLAJCZYK		9240 I DR S		CERESCO	MI	490339730	2699792686	90001686	Opt Out	Complete	06/25/2018	06/29/2018
2126490	ROSEMARIE		KLEINER		3837 GLEN HILLS DR		HARTLAND	MI	483531103	8106326159	90001690	Opt Out	Complete	06/26/2018	06/29/2018
3306623	ALEXANDER	F	DENTON		471 E PHARR RD		DECATUR	GA	30030	6163403334	90001691	Opt Out	Complete	06/27/2018	07/02/2018
1711939	LORRAINE		LEIDHOLDT		781 LOST CREEK DR		MARQUETTE	MI	498558605	9062494387	90001697	Opt Out	Complete	07/02/2018	07/06/2018
1888417	PORTIA		BONNER		29131 GERTRUDE CT		INKSTER	MI	481411101	7347090384	90001699	Opt Out	Complete	07/02/2018	07/06/2018
431329	BRENDA		CHANDLER		1003 E STATE RD		HASTINGS	MI	490589462		90001703	Opt Out	Complete	07/05/2018	07/09/2018
1273508	KALEY		NOVOSELECH		1750 JASON CT		JENISON	MI	494287719		90001706	Opt Out	Complete	07/05/2018	07/09/2018
3078943	KAY	A	SCHMENK		13308 RIDGE RD		MILAN	MI	481609520	7344391843	90001700	Opt Out	Complete	07/06/2018	07/09/2018
3411467	ANGELA	F	HUNTLEY		15109 BROOKLYN AVE		THOMPSONVILLE	MI	496839177		90001705	Opt Out	Complete	07/05/2018	07/09/2018
3484940	LAURENCE	R	HUNTLEY II		15109 BROOKLYN AVE		THOMPSONVILLE	MI	496839177		90001704	Opt Out	Complete	07/05/2018	07/09/2018
702827	MARIANNE		OREN		1001 BROOKSIDE DR APT 309		LANSING	MI	489178221		90001707	Opt Out	Complete	07/06/2018	07/10/2018
690267	DOROTHY		MARTINEZ		PO BOX 355		GOBLES	MI	490550355		90001711	Opt Out	Complete	07/11/2018	07/16/2018
1141382	JOUQUIN		ROJAS		302 GOLFSIDE DR		ALMA	MI	488012124	9892859089	90001710	Opt Out	Complete	07/12/2018	07/16/2018
1861110	PETER		GIANNANGELI		11128 WOODFIELD PKWY		GRAND BLANC	MI	484399452	8106941783	90001714	Opt Out	Complete	07/14/2018	07/17/2018
666651	GARY		NOSTRANT		13985 20 MILE RD		TUSTIN	MI	496888252		90001718	Opt Out	Complete	07/16/2018	07/19/2018
982806				ESTATE OF GERHARD FURTNER	3290 S 27 RD		BOON	MI	496189790		90001724	Opt Out	Complete	07/17/2018	07/20/2018
1070160	JUDITH		WOJTASZEK		884 LAMOREAUX DR		LAPEER	MI	484461776	8106641072	90001722	Opt Out	Complete	07/18/2018	07/20/2018
1191513	LAWRENCE		RABIDEAU		3182 N CHIPPEWA RD		COLEMAN	MI	486189635	9894651901	90001727	Opt Out	Complete	07/19/2018	07/23/2018
1278107	JOANN		RABIDEAU		3182 N CHIPPEWA RD		COLEMAN	MI	486189635	9894651901	90001728	Opt Out	Complete	07/19/2018	07/23/2018
2272584	VIRGINIA		ROBERTS		7210 IDA CENTER RD		IDA	MI	481409745		90001732	Opt Out	Complete	07/19/2018	07/23/2018
2322180	VIVIAN		ENGLE		11388 CREIGHTON RD SW		FIFE LAKE	MI	496339470	2317509956	90001729	Opt Out	Complete	07/20/2018	07/23/2018
2387367	TERESA		WILLIAMS		1508 HELEN ST		INKSTER	MI	481411790		90001735	Opt Out	Complete	07/23/2018	07/25/2018
1057310	LAVON		SEMMA		922 N MAIN ST	APT 220	ROYAL OAK	MI	480671859		90001737	Opt Out	Complete	07/25/2018	07/27/2018
142813	ANDREW		ANTISHIN		14634 SEEDLING DR		WASHINGTON	MI	480943245		90001739	Opt Out	Complete	07/25/2018	07/30/2018
605099	BETTY		GRIFFIN		615 MAPLE ST		EAST JORDAN	MI	497279779	2315367353	90001741	Opt Out	Complete	07/26/2018	07/30/2018
1822934	PATRICIA		ANTISHIN		14634 SEEDLING DR		WASHINGTON	MI	480943245	2489538605	90001743	Opt Out	Complete	07/25/2018	07/30/2018
3908523	HERBERT		GRIFFIN		615 MAPLE ST		EAST JORDAN	MI	497279779	2315367353	90001763	Opt Out	Complete	07/25/2018	07/30/2018
3167458	DORIS	L	ROSE		5793 HALL RD		MUSKEGON	MI	494421964	2317478046	90001742	Opt Out	Complete	07/28/2018	07/31/2018
998040	ETHAN		CLARK		5665 W KELLY RD	# 65	LAKE CITY	MI	496518043		90001747	Opt Out	Complete	08/04/2018	08/08/2018
1586129	LETITIA		SMITH		1502 S JEFFERSON ST	# 2	HASTINGS	MI	490582552		90001745	Opt Out	Complete	08/03/2018	08/08/2018
2279270	TAMARA		CLARK		5665 W KELLY RD	# 65	LAKE CITY	MI	496518043		90001748	Opt Out	Complete	08/04/2018	08/08/2018
2935002	WENDY	G	SIEFERT		545 TOURNAMENT CIR		NORTON SHORES	MI	494449786		90001752	Opt Out	Complete	08/06/2018	08/10/2018
3080380	THOMAS	P	SIEFERT		545 TOURNAMENT CIR		NORTON SHORES	MI	494449786		90001751	Opt Out	Complete	08/06/2018	08/10/2018
1085779	KAREN		BEATTIE		10800 CLYDE RD		FENTON	MI	484309582	8106324066	90001757	Opt Out	Complete	08/07/2018	08/13/2018
1996954	RONALD		KNUDSEN		14740 BROOKLINE ST		RIVERVIEW	MI	481937707	7342828683	90001759	Opt Out	Complete	08/11/2018	08/13/2018
2280391	TAYLOR		KETH		210 N BATAVIA RD	# 10	COLDWATER	MI	490369363		90001760	Opt Out	Complete	08/08/2018	08/13/2018
862996	GREG		ISAAC		7116 BENN RD	# 16	PARMA	MI	492699727		90001765	Opt Out	Complete	08/14/2018	08/16/2018
786281	JANICE		JONES		4633 PALMS RD		CASCO	MI	480643315		90001848	Opt Out	Complete	08/12/2018	08/17/2018
1441030	MARY		VAN BURGER		924 JOYCE LN		SAINT JOHNS	MI	488798742		90001767	Opt Out	Complete	08/14/2018	08/17/2018

2041583	ROBERT		JONES		9245 EAGLE RD		DAVISBURG	MI	483502105		90001768	Opt Out	Complete	08/15/2018	08/17/2018
2279457	TAMARA		FILAS		6477 EDGEWOOD RD		CANTON	MI	481875264	7347510103	90001856	Opt Out	Complete	08/15/2018	08/17/2018
1540536	LUANN		WATSON		173 N BEHNKE RD	# 73	COLDWATER	MI	490369147		90001771	Opt Out	Complete	08/17/2018	08/20/2018
2005364	STEVEN		WATSON		173 N BEHNKE RD		COLDWATER	MI	490369147		90001773	Opt Out	Complete	08/16/2018	08/20/2018
2034760	SKYLAR		WATSON		173 N BEHNKE RD	# 73	COLDWATER	MI	490369147		90001774	Opt Out	Complete	08/16/2018	08/20/2018
2387707	WILLIAM		LEMON		25112 PINE HILL		LEESBURG	FL	347489470	2485066861	90001769	Opt Out	Complete	08/18/2018	08/20/2018
1372050	KENNITH		UMBER		14114 ELM5 RD		MONTROSE	MI	484579777	8105471080	90001772	Opt Out	Complete	08/20/2018	08/22/2018
1224388	LAUREL		RICHERT		1210 BRADFIELD ST		BAY CITY	MI	487064005		90001775	Opt Out	Complete	08/18/2018	08/23/2018
2806634	CHRISTINE	W	TILLMAN		3828 COOK CT SW		WYOMING	MI	495193676		90001776	Opt Out	Complete	08/18/2018	08/23/2018
1064333	KATRINA		MALARNEY		1503 BIRCH AVE		MARQUETTE	MI	498551601		90001779	Opt Out	Complete	08/21/2018	08/24/2018
430114	CRAIG		MALESEV		5880 PINE AIRES DR		STERLING HTS	MI	483141352	5866752748	90001783	Opt Out	Complete	08/28/2018	08/30/2018
1422191	KAREN		WERTANEN		429 BUFFALO RD		NEGAUNEE	MI	498662118	9064759352	90001787	Opt Out	Complete	08/28/2018	09/04/2018
2148347	RAZIA		SULTANA		29812 TRANCREST ST		LIVONIA	MI	481524532	2483872849	90001834	Opt Out	Complete	08/30/2018	09/04/2018
1274647	KAREN		GAZETTI		3680 ALAMANDA KEY DR		MELBOURNE	FL	329016603		90001794	Opt Out	Complete	09/04/2018	09/06/2018
1401297	JOSEPH		GAZETTI		3680 ALAMANDA KEY DR		MELBOURNE	FL	329016603		90001795	Opt Out	Complete	09/04/2018	09/06/2018
1466268	LOUISE		WEBER		22607 HANSON CT	# 7	ST CLR SHORES	MI	480804025		90001797	Opt Out	Complete	09/05/2018	09/07/2018
1586436	LEVI		HAINES		1806 BLAKELY ST	# 6	MIDLAND	MI	486423213		90001800	Opt Out	Complete	09/04/2018	09/07/2018
1707912	MELANIE		HAINES		1806 BLAKELY ST	# 6	MIDLAND	MI	486423213		90001799	Opt Out	Complete	09/04/2018	09/07/2018
25852	DELMAR		WILLIAMS		12078 ROBSON ST		DETROIT	MI	482272438	8132738885	90001804	Opt Out	Complete	09/08/2018	09/10/2018
698100				ESTATE OF FANNIE GADSON	20145 HULL ST		DETROIT	MI	48203	3132145076	90001812	Opt Out	Complete	09/08/2018	09/10/2018
1227747	LARRY		HOWARD		4435 W M 76	PO BOX 6	WEST BRANCH	MI	486619617	9893455883	90001814	Opt Out	Complete	09/06/2018	09/10/2018
1290064	KAREN		SCHWARTZ		22621 KARAM CT		WARREN	MI	480915225		90001801	Opt Out	Complete	09/06/2018	09/10/2018
2324272	THRIZA		WILLIAMS		12078 ROBSON ST		DETROIT	MI	482272438	8132738885	90001806	Opt Out	Complete	09/08/2018	09/10/2018
2428043				HEALTH ALLIANCE PLAN OF MICHIGAN	2850 W GRAND BLVD		DETROIT	MI	482022692	3136648355	90001810	Opt Out	Complete	09/07/2018	09/10/2018
3870987				ALLIANCE HEALTH AND LIFE INSURANCE COMPANY	2850 W GRAND BOULEVARD		DETROIT	MI	48202	3136648355	90001809	Opt Out	Complete	09/07/2018	09/10/2018
3870988				HAP PREFERRED INCORPORATED	2850 W GRAND BOULEVARD		DETROIT	MI	48202	3136648355	90001811	Opt Out	Complete	09/07/2018	09/10/2018
3875177	DEL MAR		WILLIAMS		12078 ROBSON ST		DETROIT	MI	482272438		90001805	Opt Out	Complete	09/08/2018	09/10/2018
99411	ALEXIS	RYLEE	CARRIERE		1422 LINCOLN AVE		MARQUETTE	MI	498552629		90001830	Opt Out	Complete	09/10/2018	09/13/2018
190413	JANNE		SHEERAN		649 N COURT ST		LAPEER	MI	484462122		90001823	Opt Out	Complete	09/10/2018	09/13/2018
211886	AMBER		LOFTUS		231 THOMAS ST		ALLEGAN	MI	490108195		90001828	Opt Out	Complete	09/10/2018	09/13/2018
422914	CHARLES		KALBFELL		2913 GLENVIEW AVE		ROYAL OAK	MI	480733171		90001825	Opt Out	Complete	09/10/2018	09/13/2018
1355245	KEVIN	LEE	CARRIERE		1422 LINCOLN AVE		MARQUETTE	MI	498552629		90001844	Opt Out	Complete	09/08/2018	09/13/2018
1646980	MALLORY		COULON		1484 18TH ST		DETROIT	MI	482161768		90001822	Opt Out	Complete	09/10/2018	09/13/2018
1821550	LOUIS	BRADLEE	CARRIERE		1422 LINCOLN AVE		MARQUETTE	MI	498552629		90001845	Opt Out	Complete	09/08/2018	09/13/2018
2249653	SUSAN		POWELL		26129 CULVER ST		ST CLR SHORES	MI	480813335		90001826	Opt Out	Complete	09/10/2018	09/13/2018
3004648	ASA	J	LAKEMAN		5789 GRAND OAKS DR NE		COMSTOCK PARK	MI	49321	6168350369	90001829	Opt Out	Complete	09/10/2018	09/13/2018
3913993	AMBER	LEE	CARRIERE		1422 LINCOLN AV		MARQUETTE	MI	49855	9068692212	90001846	Opt Out	Complete	09/08/2018	09/13/2018
3913994	ADREANNA	LEE	CARRIERE		1422 LINCOLN AVE		MARQUETTE	MI	49855	9068692212	90001847	Opt Out	Complete	09/08/2018	09/13/2018
427912	DAVID		WOLANIN		14694 SHENANDOAH DR		RIVERVIEW	MI	481937729		90001839	Opt Out	Complete	09/11/2018	09/14/2018
637783	HARRIET		GRZYB		11460 S SHORE DR		LAKE	MI	486329028		90001842	Opt Out	Complete	09/11/2018	09/14/2018
868601	GEORGE		LONG		11460 S SHORE DR	# 60	LAKE	MI	486329028		90001840	Opt Out	Complete	09/11/2018	09/14/2018
1017705	DORIE		BURKETT		1861 SMITH CT		MIDLAND	MI	486408946	9894305381	90001836	Opt Out	Complete	09/11/2018	09/14/2018
1422563	KAREN		WOLANIN		14694 SHENANDOAH DR		RIVERVIEW	MI	481937729	7342856859	90001838	Opt Out	Complete	09/11/2018	09/14/2018
1452499	MARILYN		WARNER		30045 S RABER RD		GOETZVILLE	MI	497369399		90001843	Opt Out	Complete	09/08/2018	09/14/2018
2168622	PHYLIS		BESSEY		304 W BAY ST APT 303		EAST TAWAS	MI	487301159		90001835	Opt Out	Complete	09/12/2018	09/14/2018
137550	ALLEN		LAZUKA		20330 FOXBORO ST		RIVERVIEW	MI	481937918	7344790042	90001863	Opt Out	Complete	09/13/2018	09/17/2018
1003865	JANET		MCGRATH		4897 WOERNER RD		MANITOU BEACH	MI	492539787	5175475663	90001854	Opt Out	Complete	09/14/2018	09/17/2018
1109015	JEFFREY		GAUBIS		1 TOMOKA OAKS BLVD	UNIT 130	ORMOND BEACH	FL	321743876	3867951210	90001862	Opt Out	Complete	09/12/2018	09/17/2018
1183424	JUDITH		GERTZ		5056 KINGS WAY		GLADWIN	MI	486248221	9892460725	90001858	Opt Out	Complete	09/14/2018	09/17/2018
1286236	KATHLEEN		FILAS		5765 WEDGEWOOD RD	# 65	CANTON	MI	481873315	7349819911	90001855	Opt Out	Complete	09/15/2018	09/17/2018
1835002	RONALD		JONES		4633 PALMS DR		CASCO	MI	480643315	5867271781	90001849	Opt Out	Complete	09/12/2018	09/17/2018
1865406	SANDRA		TAYLOR		6600 OVCEN DR		CASEVILLE	MI	487259609	9899639028	90001861	Opt Out	Complete	09/12/2018	09/17/2018
2118588	SHIRLEY		MCNEIL		3190 MARTELL AVE		ROCHESTER HLS	MI	483093567	2484953606	90001860	Opt Out	Complete	09/13/2018	09/17/2018
2151172	SHARON		TODD		7459 W BANCROFT ST		TOLEDO	OH	436153016	5674556166	90001853	Opt Out	Complete	09/13/2018	09/17/2018
2399080	WALTER		FILAS		5765 WEDGEWOOD RD		CANTON	MI	481873315	7349819911	90001857	Opt Out	Complete	09/15/2018	09/17/2018
2401402	THEODORE		GAUBIS		1 TOMOKA OAKS BLVD	UNIT 130	ORMOND BEACH	FL	321743876	3867951210	90001866	Opt Out	Complete	09/12/2018	09/17/2018
3914274	MARY		LAZUKA		20330 FOXBORO		RIVERVIEW	MI	48913	7344790042	90001865	Opt Out	Complete	09/14/2018	09/17/2018
3914454	STEPHEN	L	GERTZ		803 FIRST ST	#16	JACKSON	MI	49201	5174804986	90001864	Opt Out	Complete	09/14/2018	09/19/2018
1229549	KATHERINE		HOUSTON		1035 GROVELAND PINES DR		ORTONVILLE	MI	484628845	7164497704	90001867	Opt Out	Complete	09/15/2018	09/20/2018

Exhibit B



CA8356 - Shane Group v BCBS of Michigan
Opt Out Report

Tracking_Number	First_Name_1	Middle_Name_1	Last_Name_1	Business_Name	Representative_Name	Address_1	Address_2	City	State	Zipcode	DocID	Doc_Type	Doc_Status	Postmark	Received	
2152050	SALLY		ADAMS			505 E SHEVLIN AVE		HAZEL PARK	MI	480301234	7345070147	900001551	Opt Out	Incomplete	05/22/2018	05/25/2018
2113398	ROBER		ZAWADZKI			8053 STANLEY DR		WARREN	MI	480932733		900001559	Opt Out	Incomplete	05/23/2018	05/29/2018
1249546	JEANNE		HANLEY			141 FLORAL AVE	APT L	MOUNT CLEMENS	MI	480432150		900001555	Opt Out	Incomplete	05/24/2018	05/29/2018
932560	JANICE		SKALBA			20428 BEAUFIT ST		HARPER WOODS	MI	482251618	3138818550	900001558	Opt Out	Incomplete	05/25/2018	05/29/2018
102173					ESTATE OF BENEDETTO VETTRAINO	18926 FLAMINGO BLVD		LIVONIA	MI	481524317		900001754	Opt Out	Incomplete	05/26/2018	05/29/2018
1439234					ESTATE OF MARIA A VETTRAINO	18564 FLAMINGO BLVD		LIVONIA	MI	481523334		900001762	Opt Out	Incomplete	05/26/2018	05/29/2018
1705890	MARY		DEVOY			2651 BIDDLE AVE	APT 108	WYANDOTTE	MI	481925225		900001556	Opt Out	Incomplete	05/26/2018	05/29/2018
1149261	KAREN		CREMONT			19237 LLOYD ST	# 37	CLINTON TWP	MI	480383053		900001562	Opt Out	Incomplete	05/25/2018	06/01/2018
1830550	ROGER		CREMONT			19237 LLOYD ST		CLINTON TWP	MI	480383053		900001600	Opt Out	Incomplete	05/25/2018	06/01/2018
1458445	LESLIE		ATHEY			9583 CREEK VIEW DR		FARWELL	MI	486228421		900001564	Opt Out	Incomplete	05/30/2018	06/01/2018
1830550	ROGER		CREMONT			19237 LLOYD ST		CLINTON TWP	MI	480383053		900001563	Opt Out	Incomplete	05/31/2018	06/01/2018
33516	AMANDA		SMITH			400 MADSEN ST	APT 1	GRAYLING	MI	497381925		900001578	Opt Out	Incomplete	05/30/2018	06/04/2018
1400462	JOYCE		SUAREZ			11809 E 76TH TER		RAYTOWN	MO	641382522	8163564561	900001574	Opt Out	Incomplete	05/30/2018	06/04/2018
606757	CHERYL		JOHNSON			9848 WESTWINDS DR		IRA	MI	480232808		900001583	Opt Out	Incomplete	06/01/2018	06/05/2018
605142	BETTY		HAGBERG			3739 TARTAN CIR		PORTAGE	MI	490247890		900001593	Opt Out	Incomplete		06/06/2018
1799647	NANCY		DUNBAR			250 WATER ST	STE 1A	SAINT JOSEPH	MI	490851176	2699837808	900001594	Opt Out	Incomplete	06/04/2018	06/07/2018
1826168	PATRICIA		MYERS			6909 HARVARD LN		CANTON	MI	481872501	7343547846	900001596	Opt Out	Incomplete	06/04/2018	06/07/2018
1108914	LAURA		HAWN			401 N WATER ST		OWOSSO	MI	488672253		900001611	Opt Out	Incomplete	06/03/2018	06/11/2018
202629	CHARLES	C	CRIDER			1403 W HIGHLAND BLVD		BATTLE CREEK	MI	490154905	2699648785	900001725	Opt Out	Incomplete	06/05/2018	06/11/2018
717694	DIANE		SMITH			15691 TWIN LAKE RD		GOODMAN	WI	54125		900001603	Opt Out	Incomplete	06/05/2018	06/11/2018
978714	ERIK		HANGARTNER			31008 MIDDLEBURY ST		WESTLAND	MI	481865307	7343263252	900001613	Opt Out	Incomplete	06/05/2018	06/11/2018
1538648	MARY		PEACOCK			1403 W HIGHLAND BLVD	# 3	BATTLE CREEK	MI	490154905	2699648785	900001726	Opt Out	Incomplete	06/05/2018	06/11/2018
1817693	MARY		SWEEP			2982 SHAWNEE LN	# 82	WATERFORD	MI	483294336		900001651	Opt Out	Incomplete	06/05/2018	06/11/2018
1888162	POLLY		RICCIARDO			6886 HURON RIVER DR		DEXTER	MI	481309450		900001614	Opt Out	Incomplete	06/05/2018	06/11/2018
586171	DORIS		HERVIEUX			12959 S TELEGRAPH RD	# 59	LA SALLE	MI	481459604		900001605	Opt Out	Incomplete	06/06/2018	06/11/2018
691239	JACK		BAILEY			8442 CENTRAL		CENTER LINE	MI	480151576		900001615	Opt Out	Incomplete	06/06/2018	06/11/2018
881703	JAMES		RUDNICK			313 CHANEY POINT DR		ROSCOMMON	MI	486538109		900001619	Opt Out	Incomplete	06/06/2018	06/11/2018
1167149	KENNE		FURGASON			615 E ASH ST	# 15	MASON	MI	488541782		900001620	Opt Out	Incomplete	06/06/2018	06/11/2018
1351417	JOSEPH		HERVIEUX			12959 S TELEGRAPH RD		LA SALLE	MI	481459604		900001634	Opt Out	Incomplete	06/06/2018	06/11/2018
679478	GERTRUDE		CLEMENTS			130 ADELBERT ST		MESICK	MI	496689592	2318851670	900001618	Opt Out	Incomplete	06/08/2018	06/11/2018
682855	HEATHER		ZUPEC			305 BECK RD	APT 5311	WIXOM	MI	483932102	2482598174	900001607	Opt Out	Incomplete	06/08/2018	06/11/2018
781138	JACQU		FURGASON			615 E ASH ST	# 15	MASON	MI	488541782	5176761867	900001616	Opt Out	Incomplete	06/08/2018	06/11/2018
2698342	JOHN	D	VOHLKEN			2548 APPLETON DR NE		GRAND RAPIDS	MI	495253181		900001621	Opt Out	Incomplete	06/08/2018	06/11/2018
2210629	RUDOLPH		VERNON			16420 ABSALOM ST		FOLEY	AL	365358622		900001604	Opt Out	Incomplete		06/11/2018
1317111	JOANN		VAN EVERY			3615 CRAMER RD		AKRON	MI	487019515		900001627	Opt Out	Incomplete	06/08/2018	06/12/2018
307155	DAVID		GATES			5516 R AVE E		SCOTTS	MI	490888706		900001637	Opt Out	Incomplete	06/12/2018	06/15/2018
961202	JANET		GATES			5516 R AVE E		SCOTTS	MI	490888706		900001870	Opt Out	Incomplete	06/12/2018	06/15/2018
3863068	FLOY	A	NOSTRANT			13985 20 MILE RD		TUSTIN	MI	49688	2318293711	900001642	Opt Out	Incomplete	06/13/2018	06/18/2018
108469	ANN		ROEHRS			1677 TIMOTHY ST		GLADWIN	MI	486241065		900001645	Opt Out	Incomplete		06/19/2018
1148606	KAREN		CARPENTER			602 W VAN BUREN ST	APT 6	GOBLES	MI	490558676	2696289122	900001652	Opt Out	Incomplete	06/16/2018	06/21/2018
1553574	MARY		CAMPBELL			1014 WOODBRIDGE ST		ST CLR SHORES	MI	480803303	3136573349	900001653	Opt Out	Incomplete	06/18/2018	06/21/2018
306900	DAVID		FURROW			1525 NASHVILLE RD		HASTINGS	MI	490589165		900001657	Opt Out	Incomplete	06/19/2018	06/22/2018
1540058	LUANA		FURROW			1525 NASHVILLE RD		HASTINGS	MI	490589165	2316486071	900001658	Opt Out	Incomplete	06/19/2018	06/22/2018
2656129	ANNETTE	A	ELLIOTT			7703 PARK LANE AVE		JENISON	MI	494289113	6166696711	900001660	Opt Out	Incomplete	06/18/2018	06/25/2018
1097853	MARILYN		GRAY			12245 N YORK DR		STERLING HTS	MI	483131065	5867265861	900001677	Opt Out	Incomplete	06/19/2018	06/25/2018
1430013	MARY		MOORMAN			4775 KERRY ST		MONROE	MI	481618909	7342421506	900001667	Opt Out	Pending	06/20/2018	06/25/2018
1814299	PATRICIA		HENCY			2540 FOX HILLS DR		SHELBY TWP	MI	483162723		900001659	Opt Out	Incomplete	06/20/2018	06/25/2018
1936800	SHARON		OTT			10480 3 MILE RD	# 80	EAST LEROY	MI	490519738		900001664	Opt Out	Incomplete	06/21/2018	06/25/2018
890558	JOSEF		LATESSA			14027 BADE DR		WARREN	MI	480883734		900001675	Opt Out	Pending	06/22/2018	06/25/2018
1321599	KARREN		SCHNEIDER			934 BAIRD ST		SAINT CLAIR	MI	480794879		900001679	Opt Out	Incomplete	06/23/2018	06/25/2018
950836	ELEAN		KIDD			22180 INDIAN CREEK DR		FARMINGTON HILLS	MI	483355543		900001665	Opt Out	Incomplete		06/25/2018
568428	JARIL		MCCOY			8622 WINTERGREEN ST		LANSING	MI	489178801		900001681	Opt Out	Incomplete	06/23/2018	06/27/2018
1667663	PATRICIA		CAST			333 S HOOKER AVE	# 33	THREE RIVERS	MI	490932009	2692783700	900001685	Opt Out	Incomplete	06/25/2018	06/29/2018
1831780	SHARILYN		DAWSON			15330 DRAKE ST		SOUTHGATE	MI	481953248	7342832817	900001688	Opt Out	Incomplete	06/26/2018	06/29/2018
2195122	RONALD		DAWSON			15330 DRAKE ST		SOUTHGATE	MI	481953248	7342832817	900001689	Opt Out	Incomplete	06/26/2018	06/29/2018
2069974	ROSEMARIE		ILLIG			2815 S M 76		WEST BRANCH	MI	486618720		900001696	Opt Out	Incomplete	06/28/2018	07/02/2018
2209618	PERRY		ILLIG			2815 S M 76		WEST BRANCH	MI	486618720		900001692	Opt Out	Incomplete	06/28/2018	07/02/2018
2336678	WAVA		HOOKER			7753 LAKE RIDGE DR		WATERFORD	MI	483274168	2483639576	900001693	Opt Out	Incomplete	06/28/2018	07/02/2018

843892	FELICIA		TAYLOR		14701 BRINGARD DR		DETROIT	MI	482051245	8133723844	900001694	Opt Out	Incomplete	06/29/2018	07/03/2018
2845603	LINDA	L	FREEMAN		370 WOODFIELD SQUARE LN		BRIGHTON	MI	481164321	8105225298	900001695	Opt Out	Incomplete	06/29/2018	07/03/2018
1616008	MARIE		PARADIS		1381 PINE VALLEY CT		ANN ARBOR	MI	481046711		900001701	Opt Out	Incomplete	07/05/2018	07/09/2018
919810	EDWARD		PULSE JR		PO BOX 366		CARO	MI	487230366		900001702	Opt Out	Incomplete	07/06/2018	07/09/2018
1348923	JOYCE		OFFLEY		4232 ILLINOIS AVE SW		WYOMING	MI	495094451	2698047051	900001708	Opt Out	Incomplete	07/09/2018	07/12/2018
2271755	VIRGINIA		FUREY		764 SPENSER LN		LINDEN	MI	484518507	8104584308	900001709	Opt Out	Incomplete	07/09/2018	07/12/2018
1218200	KATHLEEN		CROOKS		PO BOX 354		EAST LANSING	MI	488260354		900001712	Opt Out	Incomplete	07/14/2018	07/17/2018
1527052	LYNN		GEORGE		209 S ADRIAN ST		TECUMSEH	MI	492861701	5174237647	900001715	Opt Out	Incomplete	07/14/2018	07/17/2018
2016958	RHEA		NORTH		1776 WILLIAMSBURG DR	# 76	ADRIAN	MI	492211131	5172636892	900001713	Opt Out	Incomplete	07/14/2018	07/17/2018
625000	FRANK		LEVANDOWSKI		401 N FAIRVIEW AVE		LANSING	MI	489123111	5177029262	900001717	Opt Out	Incomplete	07/16/2018	07/19/2018
911722	DOLORES		BOLYARD		PO BOX 456		AIRWAY HGTS	WA	990010456	5092449441	900001716	Opt Out	Incomplete	07/16/2018	07/19/2018
1986614	RUSSELL		MORRIS		37230 VINCENT ST		WESTLAND	MI	481869388		900001720	Opt Out	Incomplete	07/16/2018	07/19/2018
2272360	VIRGINIA		MORRIS		37230 VINCENT ST		WESTLAND	MI	481869388		900001719	Opt Out	Incomplete	07/16/2018	07/19/2018
1779632	LINDA		BAIER		8403 W ALLAN RD	# 225	ELSIE	MI	488319462		900001721	Opt Out	Incomplete	07/17/2018	07/19/2018
49509	ANNETTE		HAVENS		5437 EDGELOWN DR SE		GRAND RAPIDS	MI	495086067	6163899489	900001723	Opt Out	Incomplete	07/18/2018	07/20/2018
1969934	STANLEY		CZAPLICKA		65554 WOLCOTT RD		RAY	MI	480961825		900001730	Opt Out	Incomplete	07/19/2018	07/23/2018
2398550	TANG WEI		KUO		4833 RAMBLING DR		TROY	MI	480986634		900001731	Opt Out	Incomplete	07/20/2018	07/23/2018
1581431	MELODY		RICHMOND		2100 APALACHEE PKWY APT 3F		TALLAHASSEE	FL	323014839	7194931260	900001733	Opt Out	Incomplete	07/21/2018	07/23/2018
1795328	NANCY		DEMEESTER		19607 ROSCOMMON ST		HARPER WOODS	MI	482252251		900001734	Opt Out	Incomplete	07/23/2018	07/25/2018
229898	DENISE		BEARD		14074 COLLINGHAM DR	# 74	DETROIT	MI	482051215		900001736	Opt Out	Incomplete	07/24/2018	07/26/2018
2957043	SARAJANE	G	VANPUTTEN		844 CLAREWOOD CT 83		HOLLAND	MI	494237615		900001738	Opt Out	Incomplete	07/25/2018	07/30/2018
1609582	NORMA		JACOBS		30181 CHEVIOT HILLS DR	# 81	FRANKLIN	MI	480251551		900001740	Opt Out	Incomplete	07/26/2018	07/30/2018
1920664	RAY		WILLIAMS		1530 W MEMORIAL DR		CONNERSVILLE	IN	473311106		900001744	Opt Out	Incomplete	07/31/2018	08/03/2018
200947	ALICE		CROSS		886 VAN WARMER RD		SHERWOOD	MI	490899708	5177417049	900001746	Opt Out	Incomplete	08/02/2018	08/08/2018
1309693	MARCELINE		WILSON		805 BEULAH ST		LANSING	MI	489101732	5174826842	900001755	Opt Out	Incomplete	08/04/2018	08/08/2018
280185	CHERYL		ROOTE		23187 40TH AVE	# 87	BARRYTON	MI	493059791		900001749	Opt Out	Incomplete	08/06/2018	08/10/2018
995433	HAROLD		NADEAU		10591 S LELINE RD		ROSCOMMON	MI	48653	9892751409	900001750	Opt Out	Incomplete	08/07/2018	08/10/2018
3380530	CAROL		BOWER		PO BOX 651		CLINTON	MI	492360651	5174564339	900001753	Opt Out	Incomplete	08/08/2018	08/10/2018
1654002	LUCY		KARAS		503 CHERRY ST		CLIO	MI	484201215	8106867222	900001758	Opt Out	Incomplete	08/01/2018	08/13/2018
638540	DONALD		VENTURINO		8337 GARY AVE		WESTLAND	MI	481857084		900001756	Opt Out	Incomplete	08/09/2018	08/13/2018
804350	EDNA		VENTURINO		8337 GARY AVE		WESTLAND	MI	481857084	7344211425	900001766	Opt Out	Incomplete	08/09/2018	08/13/2018
2349757	SUZANNE		FLIEGE		1361 GATTEGNO ST	# 61	YPSILANTI	MI	481986585		900001761	Opt Out	Incomplete	08/09/2018	08/13/2018
2249727	SUSAN		PRINCINSKY		1441 MAPLE DR	APT 26	FAIRVIEW	MI	486218708	9898084556	900001764	Opt Out	Incomplete	08/13/2018	08/16/2018
943388	DOLORES		JOHNSON		335 MCCONNELL DR		JACKSON	MI	492018673		900001851	Opt Out	Incomplete	08/14/2018	08/17/2018
1711813	LORRAINE		HOWLETT		6065 JADE LN		BRIDGEPORT	MI	487229523	989773364	900001770	Opt Out	Incomplete	08/18/2018	08/20/2018
1044701	KAYLA		YINGLING		514 AVOCEY DR	# 14	EAST LANSING	MI	488238678		900001778	Opt Out	Incomplete	08/21/2018	08/24/2018
1943690	SAMUEL		KUBASKY		5458 CHASE RD		DEARBORN	MI	481263128	8135841456	900001777	Opt Out	Incomplete	08/22/2018	08/24/2018
1052397	JERRY		FULLER		1294 COOK RD		DOWSSO	MI	488678959	9897232882	900001781	Opt Out	Incomplete	08/22/2018	08/27/2018
17288	ANNA		FLOURNOY		7020 AMBERLY WAY		YPSILANTI	MI	481976209		900001780	Opt Out	Incomplete	08/24/2018	08/27/2018
1605820	MAJOR		FLOURNOY		PO BOX 14235		SAGINAW	MI	486010235		900001786	Opt Out	Incomplete	08/24/2018	08/27/2018
1618762	MARLENE		TAYLOR		601 N CEDAR ST	APT 201	LANSING	MI	489121269	5173720727	900001782	Opt Out	Incomplete	08/24/2018	08/27/2018
275264	DENISE		KOPPLEBERGER		510 E SECTIONLINE RD		ASHLEY	MI	488069382		900001785	Opt Out	Incomplete	08/28/2018	08/30/2018
678310	ERIN		KOPPLEBERGER		510 E SECTIONLINE RD	# 10	ASHLEY	MI	488069382		900001784	Opt Out	Incomplete	08/28/2018	08/30/2018
1581582	MELODY		WOLLET		2560 S RUMSEY RD		OSSEO	MI	492669583	5175232737	900001788	Opt Out	Incomplete	08/30/2018	09/04/2018
1211076	JILL		GROBBEL		2088 FAWN GLEN CIR		LAPEER	MI	484468405		900001791	Opt Out	Incomplete	07/31/2018	09/05/2018
680684	JOHNETTA		JONES		13322 S NORFOLK		DETROIT	MI	482354325	8138641309	900001789	Opt Out	Incomplete	08/29/2018	09/05/2018
2326091	WILLIAM		GROBBEL		2088 FAWN GLEN CIR		LAPEER	MI	484468405		900001790	Opt Out	Incomplete	08/31/2018	09/05/2018
1860714	TONI		ASHER		576 SAINT BERNARD ST		MARYSVILLE	MI	480401321		900001793	Opt Out	Incomplete	09/04/2018	09/06/2018
2028302	SANDRA		ERICKSON		18808 JAMESTOWN CIR		NORTHVILLE	MI	481681839	2483493757	900001792	Opt Out	Incomplete	09/04/2018	09/06/2018
2232785	THERESE		COOK		862 S MAIN ST		WAYLAND	MI	493481323		900001796	Opt Out	Incomplete	09/04/2018	09/07/2018
1971232	RALPH		WEBER		22607 HANSON CT		ST CLR SHORES	MI	480804025		900001815	Opt Out	Incomplete	09/05/2018	09/07/2018
2153128	RITA		TUMEY		134 NICOLE DR		BROOKLYN	MI	492309379	5175922264	900001798	Opt Out	Incomplete	09/05/2018	09/07/2018
2311198	TAMARA		UMSTEAD		4775 ALDUN RIDGE AVE NW		COMSTOCK PARK	MI	493219062	2319448454	900001816	Opt Out	Incomplete	09/06/2018	09/10/2018
1121948	JOAN		SPITZLEY		4740 W HOWE RD		DEWITT	MI	488209298	5176695939	900001813	Opt Out	Incomplete	09/07/2018	09/10/2018
1809599	LINDA		SLONE		73100 COUNTY ROAD 388	LOT 44	SOUTH HAVEN	MI	490908303		900001802	Opt Out	Incomplete	09/07/2018	09/10/2018
1990117	ROBERT		HALK		1741 HOLLYWOOD AVE		GROSSE POINTE	MI	482361374		900001807	Opt Out	Incomplete	09/07/2018	09/10/2018
1884974	ROSANNE		PRITCHETT		225 TOLL ST		MONROE	MI	481622844		900001803	Opt Out	Incomplete	09/08/2018	09/10/2018
2138962	SHARON		GRAY		1834 HANCHETT AVE NW	# 34	GRAND RAPIDS	MI	495042767		900001817	Opt Out	Incomplete	09/08/2018	09/11/2018
1183611	JUDY		GREGORY		109 QUESTVIEW DR		HOUGHTON LAKE	MI	486298669		900001821	Opt Out	Incomplete	09/08/2018	09/12/2018
1187543	KATHY		POPLAWSKI		660 AKRAM		OXFORD	MI	483714783	2489693931	900001824	Opt Out	Incomplete	09/10/2018	09/13/2018
2048918	RUSTI		BARETTE		8150 W CRONK RD		ELSIE	MI	488319422	9898345409	900001827	Opt Out	Incomplete	09/10/2018	09/13/2018
944160				THE ESTATE OF DOLORES KOZEMCHAK	26637 CURIE AVE		WARREN	MI	480911285	5867570934	900001832	Opt Out	Incomplete	09/11/2018	09/13/2018

1222484	LEON		KOZEMCHAK		26637 CURIE AVE		WARREN	MI	480911285		900001833	Opt Out	Pending	09/11/2018	09/13/2018
1399048	KAREN		KOZEMCHAK		26637 CURIE AVE		WARREN	MI	480911285	5867570934	900001831	Opt Out	Incomplete	09/11/2018	09/13/2018
2125571	RICHARD		POWELL		361 W FREMONT RD		MELVIN	MI	484549765	8107122684	900001837	Opt Out	Incomplete	09/10/2018	09/14/2018
1466619	LOUISE		FIREBAUGH		1224 WILLOW ST		TRAVERSE CITY	MI	496841438	2319411819	900001841	Opt Out	Incomplete	09/11/2018	09/14/2018
1695175	NANCY		QUALLS		36499 S RESERVE CIR 1		AVON	OH	440112826	9893020041	900001852	Opt Out	Incomplete	09/10/2018	09/17/2018
1671763	NANCY		BOMIA		155 WOODSHIRE CT		MONROE	MI	481624162	7342432833	900001850	Opt Out	Incomplete	09/14/2018	09/17/2018
338529	DANIEL		SAYLOR		3874 OAK KNOLL RD		WATERFORD	MI	483284066	2484081140	900001859	Opt Out	Incomplete	09/15/2018	09/17/2018
32633	ADVERNA		NOLAN		156 N LEATON RD		MT PLEASANT	MI	488588628		900001868	Opt Out	Late	09/19/2018	09/24/2018
2363271	TERRY		WIK		32850 W 10 MILE RD		FARMINGTN HLS	MI	483362307		900001869	Opt Out	Late	09/24/2018	09/27/2018