

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

**You Could Get Money From a New Class Action Settlement If You Paid for Medical Services at a Michigan Hospital From January 1, 2006 to June 23, 2014.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- There is a new class action Settlement with Blue Cross Blue Shield of Michigan (“BCBSM”) concerning its contracts with general acute care hospitals in Michigan. **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- The lawsuit alleges that BCBSM had clauses in its contracts with some Michigan General Acute Care Hospitals that violated antitrust laws and inflated prices for medical care at certain Michigan hospitals. BCBSM denies all wrongdoing and liability but has concluded that it is in its best interests to settle the litigation to avoid the expense, inconvenience, and interference with ongoing business operations.
- The Court approved a very similar settlement in 2014, but the United States Court of Appeals for the Sixth Circuit rejected that approval and instructed the Court to start the settlement approval process over because some court records had been improperly sealed and address certain other issues raised by the Sixth Circuit. The Court has unsealed those records, and the public can review them. The Sixth Circuit opinion is available on the Settlement website.
- The parties have slightly changed their earlier settlement agreement and seek approval of the new Settlement. Under the new Settlement, BCBSM will pay a total of \$29,990,000 into a Settlement Fund that will be used to make payments to individuals and entities that paid Michigan General Acute Care Hospitals for healthcare services from January 1, 2006 to June 23, 2014 and to pay attorneys’ fees, expenses and plaintiff incentive awards, subject to Court approval.
- You do not need to be a BCBSM customer to be eligible.

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

<b>SUBMIT A CLAIM FORM</b>	The only way to receive a cash payment from the Settlement. If you submitted a claim for the earlier settlement, your claim will be processed for the new Settlement, and you <b>do not</b> need to submit another claim.
<b>EXCLUDE YOURSELF</b>	Receive no benefits from the Settlement, but keep your rights to start or remain part of any other lawsuit against BCBSM about its conduct challenged in this case or related conduct. If you submitted a request to exclude yourself from the earlier settlement, that request has <b>no</b> effect for the new Settlement. If you wish to exclude yourself from the new Settlement, you must submit a new request.
<b>OBJECT</b>	Submit a written statement to the Court about why you don’t like the Settlement. If you objected to the earlier settlement, that objection will <b>not</b> be considered for the new Settlement. If you wish to object to the new Settlement, you must file a new objection.
<b>GO TO FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will receive no payment from the new Settlement and will give up your rights to start or remain part of any lawsuit against BCBSM about its conduct challenged in this case or related conduct.

**\*\*These rights — and the deadlines to exercise them — are explained in this Notice.\*\***

- The Court in charge of this case still has to decide whether to approve the new Settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

**Questions?**

**Call Toll-Free (877) 846-0588 or**

**Visit [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com)**

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## BASIC INFORMATION

### 1. WHY IS THIS NOTICE BEING PROVIDED?

Judge Denise Page Hood of the United States District Court for the Eastern District of Michigan authorized this Notice to inform you about a new proposed Settlement of this class action lawsuit and about your rights and options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what money is available, who is eligible to share in this money, and how to get your share if you are eligible.

The persons and entities who started the lawsuit are the “Plaintiffs.” The company they sued, Blue Cross Blue Shield of Michigan (“BCBSM”), is the “Defendant.” The case is known as *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*, Case No. 2:10-cv-14360. This Notice summarizes the Settlement, but you can view the complete Amended Settlement Agreement at [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com).

Court records that were recently unsealed have been posted on the Settlement website and are available for your review. These recently-unsealed records include Plaintiffs’ Consolidated Amended Complaint; Plaintiffs’ Motion for Class Certification; BCBSM’s Brief in Opposition to Motion to Quash; BCBSM’s Opposition to Plaintiffs’ Motion to Add and Drop Named Plaintiffs; BCBSM’s Motion to Exclude Expert Testimony; BCBSM’s Response to Plaintiffs’ Motion for Class Certification; and BCBSM’s Response to Plaintiffs’ Motion for Preliminary Approval of Settlement. You may also review all court records in this case at the Clerk’s Office at Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, 48226 during business hours.

### 2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs allege that BCBSM violated federal and state laws by using most favored nation clauses in contracts with 70 general acute care hospitals in Michigan. Plaintiffs claim that these clauses inflated prices for healthcare services at several Michigan hospitals. BCBSM denies Plaintiffs’ allegations, denies any wrongdoing, and contends that its actions caused lower, not higher, hospital prices.

### 3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people (in this case, Michigan Regional Council of Carpenters Employee Benefits Fund, The Shane Group, Inc., Bradley A. Veneberg, Abatement Workers National Health and Welfare Fund, Monroe Plumbers & Pipefitters Local 671 Welfare Fund, Scott Steele, Anne Patrice Noah, and Susan Baynard) sue on behalf of businesses, other organizations, and people who have similar claims. If allowed by a court, all of these organizations and people become part of a “Class” or “Class Members.” One lawsuit resolves the claims of all Class Members, except for any who exclude themselves from the Class.

### 4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or BCBSM. Instead, both sides agreed to settle this case to avoid the burden, cost, and risk of further litigation. The Settlement does not mean that any law was broken or that BCBSM did anything wrong. By settling, BCBSM is not admitting any wrongdoing or liability. BCBSM continues to deny all legal claims in this case. The Plaintiffs and their lawyers think the Settlement is best for all Class Members.

## WHO IS INCLUDED IN THE NEW SETTLEMENT

To see if you will be affected by this Settlement and if you are eligible to get money from it, you first have to determine if you are a Class Member.

### 5. HOW DO I KNOW IF I AM PART OF THE NEW SETTLEMENT?

The new Settlement includes all direct purchasers of healthcare services from a Michigan General Acute Care Hospital between January 1, 2006 and June 23, 2014. The Class includes:

- Individuals who paid Michigan General Acute Care Hospitals in the form of co-pays, co-insurance, deductibles, or otherwise;
- Insurers that paid Michigan General Acute Care Hospitals for their insureds; and

- Self-insured entities whose health plan participants received healthcare services at Michigan General Acute Care Hospitals.

There are over 130 general acute care hospitals in Michigan. A list of these hospitals is available at [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com). The Class does not include BCBSM and related individuals and entities, such as past and present BCBSM employees and others released from liability by the Settlement Agreement. Under the terms of the Amended Settlement Agreement, the Class also does not include any person or entity who released BCBSM from liabilities related to the contract clauses at issue in this case.

If you received a Postcard Notice in the mail, you have been identified as a potential Class Member based on insurance records. If you did not receive a Postcard Notice in the mail, you still may be a Class Member if you paid a Michigan General Acute Care Hospital during the relevant time period. If you are not sure whether you are included in the Settlement, visit [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com) for more information. You may also send an email to [info@MichiganHospitalPaymentsLitigation.com](mailto:info@MichiganHospitalPaymentsLitigation.com), call (877) 846-0588, or write to: Settlement Administrator, PO Box 3240, Portland, OR 97208-3240.

## **THE NEW SETTLEMENT – WHAT YOU GET AND GIVE UP IF YOU QUALIFY**

### **6. WHAT DOES THE NEW SETTLEMENT PROVIDE?**

The new Settlement provides for BCBSM to pay \$29,990,000 into a Settlement Fund. This money, plus interest, will be paid to:

- The lawyers representing the Class for their work and to reimburse the expenses they paid or incurred, in an amount approved by the Court;
- An incentive award for the Plaintiffs for their services on behalf of the Class, in an amount approved by the Court;
- Expenses incurred in administering the Settlement, such as sending this Notice and the cost to process claims submitted by Class Members, in an amount approved by the Court;
- Class Members who submit valid Claim Forms; and
- The non-profit organization Free Clinics of Michigan, in certain circumstances.

In the earlier Settlement, the Court awarded attorneys' fees and expenses to Plaintiffs' Counsel and incentive awards to the Plaintiffs, but the awarded money was not paid because of the Sixth Circuit's ruling. Plaintiffs and their Counsel will make a new request for attorneys' fees, expenses and incentive awards in connection with the new Settlement. Under the earlier settlement in this case, BCBSM paid \$1 million of the \$29,990,000 into the Settlement Fund in 2014 to pay for the cost of notifying the Class of the earlier settlement. The \$1 million was spent for this purpose. Under the new Settlement, BCBSM has paid another \$1.2 million of the \$29,990,000 into the Settlement Fund to pay for the estimated cost of notifying the Class about the new Settlement. The Court has approved use of the \$1.2 million to pay for the new notice costs. However, Plaintiffs' Counsel will ask for \$1.2 million less in attorneys' fees in connection with the new Settlement (compared to their request in the earlier settlement), so the attorneys, and not the Class, will bear the estimated cost of the new notice.

### **7. ARE THERE DIFFERENCES BETWEEN THE EARLIER SETTLEMENT AND THE NEW SETTLEMENT?**

Yes. The new Settlement is slightly different from the earlier settlement. A redlined version of the Amended Agreement is posted on the Settlement website to show the differences from the earlier settlement. The two main differences are that BCBSM is no longer agreeing not to oppose Plaintiffs' Counsel's request for attorneys' fees, expenses and plaintiff incentive awards, and BCBSM has agreed to pay (and did pay) a little over \$1.2 million of the Settlement Amount into the Escrow Account to cover the estimated cost of notifying the Class of the new Settlement.

### **8. HOW WILL PAYMENTS BE CALCULATED?**

Class Members with small purchases of hospital healthcare services may be eligible for minimum payments of \$25 and/or \$15, depending on their particular purchases. Class Members with large purchases may be eligible for much higher payments, with the size of their payment depending on the factors described below. The maximum possible payment is 3.5% of the Class Member's total purchases of healthcare services from Michigan General Acute Care Hospitals from January 1, 2006 through June 23, 2014.

The size of the payment will be determined by:

- Which general acute care hospital(s) in Michigan the Class Member paid;
- The amounts paid to the hospital(s) from January 1, 2006 through June 23, 2014; and
- Which insurer paid the hospital, provided the insurance coverage, or administered the self-insured plan.

The Settlement Administrator will review each Claimant’s reported purchases to determine how much money, if any, they will receive. For specifics on how payments will be determined, please contact the Settlement Administrator or see the Plan of Allocation available at [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com).

## 9. WHEN WILL SETTLEMENT MONEY BE DISTRIBUTED TO CLAIMANTS?

Settlement money will be mailed to Claimants after the Court approves the new Settlement and after any appeals are resolved. It is uncertain when any appeals taken will be resolved, and resolving them can take time. Please be patient. Updates will be posted at [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com).

## 10. WHAT DO I GIVE UP IF THE NEW SETTLEMENT IS GIVEN FINAL APPROVAL?

If the new Settlement is given Final Approval, you and all other Class Members will release certain claims defined in the Settlement as “Released Claims.” In general terms, Class Members who do not validly request to be excluded from the new Settlement will each release all of their claims against BCBSM and its affiliated persons and entities arising out of or in any way relating to BCBSM’s most favored nation clauses with Michigan General Acute Care Hospitals, or any matter or event arising out of the dispute being resolved in this Settlement. If the new Settlement is given Final Approval, the claims that were asserted against BCBSM in the lawsuit will be dismissed, with prejudice. A complete copy of the Release is attached as Appendix A to this Notice.

### SUBMITTING A CLAIM FORM

## 11. HOW CAN I GET A PAYMENT?

To ask for a payment, you must submit a Claim Form. Claim Forms are available at the Settlement website, by writing to the Settlement Administrator, or by calling the toll-free number.

If you submitted a Claim Form in 2014 for the earlier settlement, your claim will be processed for the new Settlement, and you **do not** need to submit another Claim Form.

There are two different Claim Forms: one for consumers (individuals) and one for Insurers and Self-Insured Entities. Please be sure to use the right Claim Form.

The Claim Form for consumers has changed from the one used for the earlier settlement. The consumer Claim Form now offers a choice. Consumers can list the actual amount(s) they paid to qualifying hospitals. Or, if they prefer, they can accept a “default” amount to avoid the need to determine the actual amount(s) they paid. The consumer Claim Form explains these options in more detail.

After carefully reading the Claim Form instructions, fill out the Claim Form, attach any required documentation, sign it, and mail it postmarked no later than **November 3, 2018** to:

**Settlement Administrator  
PO Box 3240  
Portland, OR 97208-3240**

## 12. WHAT SHOULD I DO IF I ALREADY SUBMITTED A CLAIM FORM FOR THE EARLIER SETTLEMENT?

If you already submitted a Claim Form for the earlier settlement, you **do not** need to submit another Claim Form, as your previous claim will be processed.

Consumers who submitted a Claim Form for the earlier settlement and claimed purchases less than the default amount will be credited with the default amount, and **do not** need to submit another Claim Form. See the consumer Claim Form for details about the default amount.

### 13. WHAT DO I DO IF I HAVE QUESTIONS ABOUT THE CLAIM FORM?

If you have questions about how to file a claim or to check whether you previously submitted a Claim Form, call the toll-free number (877) 846-0588 or send an email to [info@MichiganHospitalPaymentsLitigation.com](mailto:info@MichiganHospitalPaymentsLitigation.com) or a letter to Settlement Administrator, PO Box 3240, Portland, OR 97208-3240.

### EXCLUDING YOURSELF FROM THE NEW SETTLEMENT

If you do not want to participate in this Settlement, and you want to keep the right to sue BCBSM about the dispute in this case, then you must take steps to get out of the Settlement. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement.

In deciding whether to exclude yourself from the new Settlement, you may review the court records in this case at the Clerk’s Office at Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, 48226 during business hours. Court records that were recently unsealed have also been posted on the Settlement website and may be reviewed there. These recently-unsealed records include Plaintiffs’ Consolidated Amended Complaint; Plaintiffs’ Motion for Class Certification; BCBSM’s Brief in Opposition to Motion to Quash; BCBSM’s Opposition to Plaintiffs’ Motion to Add and Drop Named Plaintiffs; BCBSM’s Motion to Exclude Expert Testimony; BCBSM’s Response to Plaintiffs’ Motion for Class Certification; and BCBSM’s Response to Plaintiffs’ Motion for Preliminary Approval of Settlement.

### 14. IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THIS NEW SETTLEMENT?

No. If you exclude yourself, you may not submit a claim for a payment from the new Settlement, and you cannot object to the new Settlement. However, if you ask to be excluded, you do not release BCBSM from any claims based on the dispute in this case.

### 15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE LATER?

No. Unless you exclude yourself, you give up the right to sue BCBSM for any of the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit, continue with a lawsuit, or be part of any other lawsuit against BCBSM relating to the “Released Claims” described in Section H of the Amended Settlement Agreement.

### 16. HOW DO I EXCLUDE MYSELF FROM THE NEW SETTLEMENT?

To exclude yourself from the new Settlement with BCBSM, you must send a letter by mail clearly stating that you want to be excluded from the Settlement in *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*, Case No. 2:10-cv-14360. Include your name, your business name (if applicable), address, telephone number, signature, and date. If applicable, your letter must also describe the position that authorizes you to request exclusion on behalf of your company.

You must mail your request for exclusion postmarked by **September 16, 2018** to:

**Settlement Administrator  
PO Box 3240  
Portland, OR 97208-3240**

You cannot ask to be excluded on the phone, by email, or at the website.

### 17. IF I EXCLUDED MYSELF FROM THE EARLIER SETTLEMENT, DO I NEED TO EXCLUDE MYSELF AGAIN?

Yes. If you submitted a request to exclude yourself from the earlier settlement in this case, that request has **no** effect for this new Settlement. If you wish to exclude yourself from the new Settlement, you must submit a new request.

## OBJECTING TO THE NEW SETTLEMENT

### 18. HOW CAN I TELL THE COURT I DON'T LIKE THE NEW SETTLEMENT?

You can object to the new Settlement if you do not like some part or all of it. You must give reasons why you think the Court should not approve the new Settlement. You may also object to plaintiffs' Counsel's request for attorneys' fees, reimbursement of expenses, and plaintiff incentive awards. To object, send a letter to the two addresses below, saying that you object to the Settlement in *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*, Case No. 2:10-cv-14360, and file your objection with the Court. Be sure to include any papers or briefs that support your objections.

You must file your objection with the Court no later than **September 16, 2018** and mail your objection to these two addresses postmarked no later than **September 16, 2018**:

PLAINTIFFS' COUNSEL	COUNSEL FOR BCBSM
COHEN MILSTEIN SELLERS & TOLL PLLC Daniel A. Small Brent W. Johnson 1100 New York Avenue, NW Suite 500 Washington, DC 20005	SHEARMAN & STERLING LLP Todd M. Stenerson 401 9 <sup>th</sup> Street, NW Suite 800 Washington, DC 20004

### 19. IF I OBJECTED TO THE EARLIER SETTLEMENT AND WANT TO OBJECT TO THE NEW SETTLEMENT, DO I NEED TO OBJECT AGAIN?

Yes. If you objected to the earlier settlement in this case, that objection will **not** be considered for the new Settlement. If you wish to object to the new Settlement, you must send and file a new objection. If you objected before and wish to object again, you may make some or all of your prior arguments, and/or you may make new arguments.

In deciding whether to object to the new Settlement, you may review the Court records in this case at the Clerk's Office at Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, 48226 during business hours. Court records that were recently unsealed have also been posted on the Settlement website and may be reviewed there. These recently-unsealed records include Plaintiffs' Consolidated Amended Complaint; Plaintiffs' Motion for Class Certification; BCBSM's Brief in Opposition to Motion to Quash; BCBSM's Opposition to Plaintiffs' Motion to Add and Drop Named Plaintiffs; BCBSM's Motion to Exclude Expert Testimony; BCBSM's Response to Plaintiffs' Motion for Class Certification; and BCBSM's Response to Plaintiffs' Motion for Preliminary Approval of Settlement.

### 20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is telling the Court that you do not like something about the new Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the new Settlement. If you exclude yourself, you cannot object to the Settlement because the Settlement no longer affects you.

### 21. WHAT HAPPENS IF I OBJECT AND THE NEW SETTLEMENT IS APPROVED?

If the new Settlement is finally approved and you did not request to be excluded from the Settlement, you will remain a Class Member regardless of whether you objected. You will remain bound by the terms of the Settlement and will not be able to sue BCBSM about the claims in this case.

## THE LAWYERS WHO REPRESENT YOU

### 22. DO I HAVE A LAWYER IN THE CASE?

The Court appointed four law firms to represent the Class: The Miller Law Firm, P.C.; Cohen Milstein Sellers & Toll PLLC; Gustafson Gluek PLLC; and Wolf, Haldenstein, Adler, Freeman & Herz LLC. These four law firms, together with other law firms that have assisted them, are called “Plaintiffs’ Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### 23. HOW WILL THE LAWYERS IN THE CASE BE PAID?

Plaintiffs’ Counsel will ask the Court for attorneys’ fees of no more than \$8,796,667 and reimbursement of their litigation expenses in this case of approximately \$3,500,000. Plaintiffs’ Counsel will also ask the Court to reimburse the costs of administering this Settlement. Plaintiffs’ Counsel’s application for attorneys’ fees and expenses will be filed with the Court by May 17, 2018 and posted on the Settlement website. Plaintiffs’ Counsel will also ask for incentive awards of up to \$50,000 for each Plaintiff organization and up to \$10,000 for each Plaintiff individual, for their services on behalf of the Class.

Plaintiffs’ Counsel will request \$1.2 million less in attorneys’ fees in connection with this new Settlement (compared to their request in the earlier settlement), so they (and not the Class) bear the estimated cost of notifying the Class of the new Settlement.

The Court may award less than the amounts requested by Plaintiffs’ Counsel. Payments approved by the Court will be made from the Settlement Fund.

## THE COURT’S FAIRNESS HEARING

### 24. HOW WILL THE COURT DECIDE WHETHER TO APPROVE THE NEW SETTLEMENT?

At the Fairness Hearing, the Court will consider whether the new Settlement is fair, reasonable, and adequate. The Court will also consider Plaintiffs’ Counsel’s request for attorney fees and expenses and plaintiff incentive awards. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the new Settlement and how much to award for fees, expenses, and incentive awards.

### 25. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE NEW SETTLEMENT?

The Court will hold the Fairness Hearing at **2:00 p.m.**, on **November 8, 2018**, at the United States Courthouse, Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, 48226. A motion for Final Approval of the Settlement will be filed by Plaintiffs’ Counsel by October 16, 2018. The motion will also be posted on the Settlement website.

The Fairness Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com) for updated information.

### 26. DO I NEED TO COME TO THE HEARING?

No. Plaintiffs’ Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You also may pay your own lawyer to attend the Fairness Hearing, but his or her attendance is not necessary.

### 27. MAY I SPEAK AT THE HEARING?

You may speak at the Fairness Hearing if you submitted an objection as described in the answer to Question 18 and stated in your objection that you wish to be heard at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the new Settlement.

If you choose to appear in person at the Fairness Hearing, you can appear yourself or by retaining an attorney at your own expense to appear on your behalf. If the attorney is appearing on behalf of more than one Class Member, he or she must identify each of those Class Members.

## OTHER INFORMATION

### 28. WHAT HAPPENS IF I DO NOTHING?

If you are a Class Member and do nothing, you will not get a payment from this Settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against BCBSM relating to claims being resolved by this Settlement, ever again.

### 29. HOW DO I GET MORE INFORMATION?

This Notice summarizes the new Settlement. More details are in the Amended Settlement Agreement available at [www.MichiganHospitalPaymentsLitigation.com](http://www.MichiganHospitalPaymentsLitigation.com). If you still have questions, call the Settlement Administrator at (877) 846-0588, send an email to [info@MichiganHospitalPaymentsLitigation.com](mailto:info@MichiganHospitalPaymentsLitigation.com), or write to Settlement Administrator, PO Box 3240, Portland, OR 97208-3240.

**Please do not contact BCBSM, its counsel, the Court, or the Clerk's office with questions. However, you may visit the Clerk's office to review court records in this case during business hours.**

**RELEASE**

*(Excerpted from the Settlement Agreement)*

58. In exchange for the relief included in this Amended Agreement, upon Final Approval of the Amended Agreement, and except as to such rights or claims as may be created by this Amended Agreement, Releasers, 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 Amended 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 June 23, 2014 ("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 Amended Agreement with BCBSM and the release of Released Parties.

59. As used in Paragraph 58, "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.

60. The Release described in Paragraph 58 is not intended to, and shall not, release any claims for medical malpractice, insurance coverage, product liability, personal injury, or similar claims.

61. The Parties intend that the Amended Agreement shall be binding on all Settlement Class Members who do not timely and validly request exclusion, whether or not they actually receive a payment pursuant to the Amended Agreement. This Amended Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in any other action.

62. The failure of any Settlement Class Member to claim or obtain any relief made available under this Amended Agreement shall not affect the validity, scope, or enforceability of the Release, herein, and all Settlement Class Members who do not timely and validly request exclusion shall remain bound by said releases. BCBSM shall not be required to remit any additional consideration to any Settlement Class Members following or on account of such forfeiture by any Settlement Class Member.

63. As part and parcel of this Amended Agreement, all Settlement Class Members who do not timely and validly exclude themselves will be permanently barred and 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 that asserts any of the Released Claims.

64. With respect to all Released Claims, Plaintiffs, on behalf of themselves and each of the other Settlement Class Members who do not validly request exclusion from this Settlement, agree that they are expressly waiving and relinquishing to the fullest extent permitted by law:

(a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor; and

(b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

65. BCBSM and Plaintiffs, on behalf of themselves and the other Settlement Class Members, hereby expressly agree that all provisions of this Section H together and separately constitute essential and material terms of this Amended Agreement.