

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

If you were enrolled in certain health plans with CareFirst, Inc., Group Hospitalization and Medical Services, Inc., CareFirst of Maryland, Inc., or CareFirst BlueChoice, Inc., and were not provided health coverage for Comprehensive Breastfeeding Support and Counseling Services received between August 1, 2012 and August 31, 2018, you may be entitled to a payment from the proposed settlement of a class action lawsuit.

YOUR RIGHTS AND OPTIONS, AND THE DEADLINES TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE. PLEASE READ IT CAREFULLY.

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

- **There is a proposed settlement (“Settlement”) with CareFirst, Inc., Group Hospitalization and Medical Services, Inc., CareFirst of Maryland, Inc., and CareFirst BlueChoice, Inc. (“CareFirst”) in a class action lawsuit, *Lindsay Ferrer, Amy Haddad and Sarah Sorscher, et al. v. CareFirst, Inc., et al*, Case 1:16-cv-02162 (USDC DC) (the “Action”). CareFirst also does business as CareFirst BlueCross BlueShield.**
- The Settlement involves health care coverage for comprehensive breastfeeding and lactation support and counseling services (“CLS”), which is a mandated preventive health service under the Patient Protection and Affordable Care Act (the “ACA”).
- The Settlement will resolve a lawsuit over whether CareFirst violated federal law and the terms of its sponsored and administered health plans with respect to coverage and adjudication of claims for CLS. CareFirst denies all of the Plaintiffs’ claims, but has agreed to the Settlement to resolve the Action.
- The Action and Settlement **do not apply** to people who were insured under: a federal employee health plan, or, a grandfathered health plan, sponsored or administered by CareFirst, as explained in Question 3 below.
- The Action and Settlement **do not apply** to breastfeeding supplies and equipment, including breast pumps. The Action and Settlement apply to breastfeeding support and counseling services, as explained in Question 1.
- Under the Settlement, Class Members will release all legal claims they may have against CareFirst relating to coverage for CLS received between August 1, 2012 and August 31, 2018.
- If you have questions, go to www.CareFirstBreastfeedingSupportClassAction.com, or call 1-855-441-2329. You can also write to the CareFirst ACA Settlement Claims Administrator, PO Box 58116, 1500 John F Kennedy Blvd, Ste. C31, Philadelphia, PA 19102.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENT:

I. To Receive a Settlement Payment:

A. DO NOTHING:

If you remain in the Settlement Class, you will give up your right to sue CareFirst for certain claims, described below in Question 6.

If a Claims Data Sheet (yellow) accompanies this Notice, You automatically are included in the Settlement Class. Your CLS Settlement Payment will be calculated and paid based on CareFirst’s records, as reflected on the Claims Data Sheet.

If you do nothing, you will receive the CLS Settlement Payment, but in order to be eligible for a Balance Bill Settlement Payment, you must Respond.

Section A of the Chart Provided in Question 5 Contains Important Details.

B. RESPOND:

Your Proof of Claim Form and documents (if required), must be postmarked no later than July 8, 2019.

If you remain in the Settlement Class, you will give up your right to sue CareFirst for certain claims, described below in Question 6.

If a Pre-Populated Proof of Claim Form (pink or blue) accompanies this Notice, you need to follow the directions on the Pre-Populated Proof of Claim Form and timely respond with the requested information in order to be eligible to potentially receive a CLS Settlement Payment.

Sections B and C of the Chart Provided in Question 5 Contain Important Details.

Complete a blank Proof of Claim Form (white), if:

- You did not receive a Claims Data Form or a Pre-Populated Proof of Claim Form, and you believe that from August 1, 2012 through and including August 31, 2018, you were a Class Member and sought and received CLS or incurred a claim for CLS, for which you incurred co-payments, co-insurance, or a deductible, or
- You believe that you had another CLS Claim during the Class Period that is not included in the Claims Data Sheet or the Pre-Populated Proof of Claim Form.

Your Claim will be reviewed to determine whether you are entitled to receive a CLS Settlement Payment based on the information You submit.

Section D of the Chart Provided in Question 5 Contains Important Details.

Complete the Balance Bill Claim section on the Claims Data Sheet and/or Proof of Claim Form, if with respect to a CLS Claim, you incurred a balance bill, which is the difference between the amount paid to an out-of-network provider and any reimbursement made to You by CareFirst for the CLS Claim.

Your Claim will be reviewed to determine whether you are entitled to receive a Balance Bill Settlement Payment based on the information You submit.

Section E of the Chart Provided in Question 5 Contains Important Details.

II. To Exclude Yourself From This Settlement:	
Your Request for Exclusion Must be Postmarked no later than March 11, 2019	<p>You may exclude yourself from the Settlement (also known as “opting out” or “opt out”) by submitting a letter to Class Counsel at the address in Question 9. If you exclude yourself from the Settlement, you will not give up your claims against CareFirst, and you will not be bound by any judgments or orders of the Court as to the Settlement. However, you also will not be eligible for any payment from the Settlement nor will you be able to object to the Settlement.</p> <p>For information about how to exclude yourself from the settlement, see Questions 8-10.</p>
III. To Object or Comment on This Settlement:	
Your Written Objection Must be Postmarked no later than March 11, 2019	<p>You may object to the Settlement in writing to the Court, informing it why you don’t think the Settlement should be approved. You can also write the Court (with copies to the attorneys) to provide comments or reasons why you support the Settlement. For more information on objecting or commenting on the Settlement, see Question 11.</p> <p>If you object to the Settlement but do not exclude yourself (“opt out”) you will <u>remain</u> a member of the Settlement Class.</p>
IV. Go to the Final Approval Hearing:	
Your Notification to Appear at the Hearing Must be Postmarked no later than March 11, 2019	<p>The Court will hold the Final Approval Hearing on April 9, 2019 at 11:30 A.M. in Courtroom 10- 4th Floor of the United States District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington, D.C. 20001. At the Final Approval Hearing, the Court will consider and determine whether the Settlement is fair, reasonable, and adequate, and consider Class Counsel’s request for attorneys’ fees, costs, and expenses, and for Service Awards for the Plaintiffs.</p> <p>You may attend or speak at the Final Approval Hearing. If you want to speak, you must notify the Court and the parties in writing by March 11, 2019 stating that you intend to speak at the Final Approval Hearing. You cannot speak at the Final Approval Hearing if you opt out of the Settlement. For more information, see Question 17.</p>

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT? WHAT IS CLS?

The case involves health benefits for comprehensive lactation support and counseling services (“CLS”) through plans issued and administered by CareFirst, Inc., Group Hospitalization and Medical Services, Inc., CareFirst of Maryland, Inc., and CareFirst BlueChoice, Inc. (collectively “CareFirst” or “Defendants”). CareFirst also does business as Care First BlueCross Blue Shield.

CLS or Lactation Consultations refers to comprehensive breastfeeding education, support, counseling, clinical management and interventions provided to women during the antenatal, perinatal, and postpartum period to support the initiation, maintenance and continuation of breastfeeding, including services provided to women who encounter difficulties with breastfeeding due to anatomic variations, complications, and feeding problems with newborns.

CLS may be provided by a licensed medical professional who possesses specific training in CLS. In addition, providers with the following certifications, who may not also have a medical license, also provide CLS: Certified Lactation Counselors and International Board Certified Lactation Consultants (IBCLCs).

In October 2016, Plaintiffs Lindsay Ferrer, Amy Haddad and Sarah Sorscher filed a lawsuit asserting that CareFirst's coverage for CLS did not comply with the preventive services coverage mandate of the Patient Protection and Affordable Care Act (the "ACA"), the Employee Retirement Income Security Act ("ERISA"), and the plan documents. In particular, the lawsuit claimed that CareFirst did not provide insureds access to in-network trained providers of CLS and did not properly adjudicate claims for CLS as preventive claims. As a result, it was alleged that CareFirst caused insureds to incur out-of-pocket costs, including costs for co-payments, deductibles and co-insurance (which costs are also called "cost-sharing").

CareFirst denies that it violated federal law or did anything improper regarding its coverage of CLS.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more "class representatives" sue on behalf of themselves and other people who have similar claims. Together, they are called a "class" or "class members." The class representatives for the Settlement are Plaintiffs Lindsay Ferrer, Amy Haddad and Sarah Sorscher, who sought coverage for CLS that they contended CareFirst did not properly adjudicate, including by imposing on the Plaintiffs out-of-pocket costs, even though CareFirst did not provide them access to in-network trained providers of CLS.

3. AM I A CLASS MEMBER?

The Settlement Agreement defines the "Class" (members of which are called "Class Members") as persons who meet the following criteria:

All Persons who are or were participants in or beneficiaries of any Non-Grandfathered Health Plan¹ sold, underwritten or administered by CareFirst, Inc., Group Hospitalization and Medical Services, Inc., CareFirst of Maryland, Inc., and CareFirst BlueChoice, Inc. (collectively, "Defendants") in their capacity as insurer or administrator, who did not receive full coverage for and/or reimbursement for comprehensive lactation and breastfeeding support and counseling services ("CLS") received on or after August 1, 2012 through August 31, 2018 (the "Class Period").

Excluded from the Class are:

- a. Defendants, their subsidiaries or affiliate companies, their legal representatives, assigns, and, successors;
- b. members of the Federal Employees Health Benefits ("FEHB") Program, including members of the Blue Cross and Blue Shield Service Benefit Plan ("FEP")²; and,
- c. any Person who timely and validly requests exclusion from the Class.

If a CLS Claims Data Sheet or Pre-Populated Proof of Claim Form accompanied this Notice, CareFirst's records indicate that you may have sought coverage for CLS ("CLS Claim") and therefore may be entitled to benefits from the Settlement. Follow the instructions on the CLS Claims Data Sheet or Pre-Populated Proof of Claim Form.

If no Proof of Claim Form or a blank Proof of Claim Form accompanied this Notice, and you received CLS or incurred a claim for CLS, for which you believe that you were not covered, get a copy of the Proof of Claim Form and follow the instructions on the Proof of Claim Form. Question 1 explains what CLS is. Questions 18-19 tell you how to get blank Proof of Claim Forms.

¹ **"Non-Grandfathered Health Plan" means:** (i) any health insurance policy created or purchased after March 23, 2010, and (ii) any health insurance policy created or purchased on or before March 23, 2010 that subsequently lost its grandfathered status. ***If you do not know whether your health plan was a Non-Grandfathered Health Plan, you may contact the sponsor of your health plan or CareFirst to find out.***

² The lawsuit was not filed on behalf of, and the Settlement neither applies to nor binds members of the FEHB Program and FEP; however, the changes to CareFirst's policies regarding CLS that are accomplished by the Settlement will be applied to the members of CareFirst's FEHB Program and FEP.

If you are not sure whether you are a member of the Class, you can e-mail or write to the lawyers in this case at the addresses listed in Question 19.

4. DID THE COURT DECIDE WHO IS RIGHT?

No. The parties entered into the Settlement before the lawsuit reached a trial or final court decision. Settling provides Class Members immediate relief, rather than waiting for possible relief years from now, or possibly receiving nothing. If the Court approves the Settlement, there will not be a trial or decision about which side was right.

WHAT THE SETTLEMENT PROVIDES

5. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

The Settlement has two major benefits which are discussed in more detail below:

- **Cash payments to Class members for CLS Claims.** If you are a Class Member, you can get a cash payment under the Settlement if you received CLS or incurred a claim for CLS from August 1, 2012 through August 31, 2018 and paid out-of-pocket for the CLS Claim. There is no limit on the total dollar amount of the settlement payments that CareFirst may make to Class Members for Authorized Claims.
- **Changes to CareFirst's policies with respect to CLS,** including providing insureds with enhanced access to in-network coverage of CLS and adopting CLS claims adjudication practices to assure compliance with applicable law.

CareFirst is separately paying the costs of notice and claims administration, Plaintiffs' attorneys' fees and expenses, and Class Representative Service Awards (described in Question 13, below).

CASH PAYMENTS TO CLASS MEMBERS FOR CLS CLAIMS

CLS Settlement Payment: Under the Settlement, for each Authorized Claim, CareFirst will make a CLS Settlement Payment. The CLS Settlement Payment is a cash payment (in US Dollars) equal to the total amount the Authorized Claimant:

- (i) paid out-of-pocket as co-payment(s);
- (ii) paid out-of-pocket as co-insurance; and,
- (iii) had applied to his/her deductible,

except that, to the extent that no payment was made by CareFirst during the Class Period for the Authorized Claim, the CLS Settlement Payment will equal the total amount of the out-of-pocket cost paid by the Authorized Claimant for the Authorized Claim subject to the same balance bill limitation set forth below.

Balance Bill Settlement Payment: In addition, CareFirst will pay 25% of the difference between the amount paid by an Authorized Claimant to an out-of-network provider and any reimbursement made to the Authorized Claimant by CareFirst (the "Balance Bill Settlement Payment"), *if* the Authorized Claimant submits documentation sufficient to prove that the payment was made to the out-of-network provider, and the amount of such payment.

An Authorized Claimant cannot recover more than the amount actually paid by the Authorized Claimant for a CLS Claim.

The Claims Administrator will oversee the administration of the Settlement and the payments of the CLS Settlement Payments and Balance Bill Settlement Payments.

YOU MAY RECEIVE A SETTLEMENT PAYMENT IF:

<p>A</p>	<p>You Received a Claims Data Sheet (Yellow)</p>	<p>Attached to this Notice is a Claims Data Sheet which shows the CLS Claim(s) submitted to CareFirst and the amount of your CLS Settlement Payment.</p> <p>If you agree with the information contained on the Claims Data Sheet(s), you do not need to do anything further. If the Settlement is approved, then you will receive the CLS Settlement Payment.</p> <p>If you incurred a balance bill for a CLS Claim, for which you wish to seek a Balance Bill Settlement Payment, You must respond, see E below.</p>
<p>B</p>	<p>You Received a Pre-Populated Proof of Claim Form, with Affirmation Required (Pink)</p>	<p>Attached to this Notice is a Pre-Populated Proof of Claim Form – Affirmation Required, which shows information from CareFirst’s records for a claim that Plaintiffs contend is a CLS Claim.</p> <p>To receive a CLS Settlement Payment for the claim identified, you must affirm that the identified claim was for CLS. You can do that in two ways: (1) online, by inserting Your claimant number at www.CareFirstBreastfeedingSupportClassAction.com and following the prompts; or (2) by completing the Affirmation and timely returning the completed Pre-Populated Proof of Claim Form, attached. If you do not affirm that the identified claim was for CLS, you will not receive a Settlement Payment and you will not be an Authorized Claimant.</p> <p>If you incurred a balance bill for a CLS Claim, for which you wish to seek a Balance Bill Settlement Payment, see E below.</p>
<p>C</p>	<p>You Received a Pre-Populated Proof of Claim Form, with a Denial Indicated (Blue)</p>	<p>Attached to this Notice is a Pre-Populated Proof of Claim Form – Denial, which shows information from CareFirst’s records for a claim that Plaintiffs contend is a CLS Claim.</p> <p>If the claim is a CLS claim <u>and</u> you believe that CareFirst should not have denied coverage for the claim, then you must complete and timely return the Pre-Populated Proof of Claim Form, <u>and provide all requested documentation</u>.</p> <p>CareFirst will review the submitted Proof of Claim Form and documentation to determine the nature of the denial.</p> <ul style="list-style-type: none"> - If the denial had nothing to do with the type of service (<i>e.g.</i> the member was not insured by CareFirst at the time of the service, or the member received coverage from another insurance company), then no CLS Settlement Payment would be made and you are not an Authorized Claimant. - If the denial had to do with the type of service (<i>e.g.</i>, the claim was denied because it was a CLS Claim, or because the provider was an out-of-network lactation consultant), then a CLS Settlement Payment will be made. <p>CareFirst’s determination with respect to the nature of the denial and the amount of the CLS Settlement Payment will be subject to Class Counsel’s review.</p>

<p>D</p>	<p>Blank Proof of Claim (White)</p>	<p>You should complete, sign and timely return a Blank Proof of Claim Form, and provide all requested documentation, if:</p> <ul style="list-style-type: none"> - You did not receive a Claims Data Form or a Pre-Populated Proof of Claim Form, and you believe that from August 1, 2012 through and including August 31, 2018, you were a Class Member and sought and received CLS or incurred a claim for CLS, for which you incurred co-payments, co-insurance, or a deductible. - You believe that you had other CLS Claims during the Class Period that are not included in the Claims Data Sheet or Pre-Populated Proof of Claim Form, for which you incurred co-payments, co-insurance, or a deductible. <p>The Claims Administrator will review the submitted Proof of Claim Form and documentation to determine whether you are an Authorized Claimant, your claim is an Authorized Claim, and the amount, if any, of a CLS Settlement Payment to which you are entitled.</p> <p>You must submit a Proof of Claim Form and supporting documentation in order for your CLS Claim to be considered for any payment under the Settlement.</p> <p>If you incurred a balance bill for a CLS Claim for which you wish to seek a Balance Bill Settlement Payment, see E below.</p>
<p>E</p>	<p>You Incurred a Balance Bill for Which You Want to Seek a Balance Bill Settlement Payment</p>	<p>With respect to a CLS Claim, you may have incurred a balance bill. A balance bill is the difference between the amount paid to an out-of-network provider and any reimbursement made to the Authorized Claimant by CareFirst.</p> <p>If you incurred a balance bill for a CLS Claim for which you wish to seek a Balance Bill Settlement Payment, you will need to complete, sign and timely submit the Balance Bill Claim section on the Claims Data Form and/or Proof of Claim Form along with documentation sufficient to prove that a payment was made to the out-of-network provider, and the amount of such payment.</p> <p>An Authorized Claimant cannot recover more than the amount actually paid by the Authorized Claimant for a CLS Claim.</p>
<p><u>THE CLAIMS DATA SHEET AND THE PROOF OF CLAIM FORMS HAVE IMPORTANT INSTRUCTIONS, PLEASE READ THEM FULLY AND CAREFULLY</u></p>		

CHANGES TO CAREFIRST’S POLICIES WITH RESPECT TO CLS

This Notice contains only a summary of the changes.

All persons, who would otherwise have fallen within the definition of the Class, who are currently enrolled, or in the future enroll, in any CareFirst sponsored or administered health plan (collectively, “Plan Participants”) benefit from CareFirst’s agreement to changes to its policies concerning coverage for CLS.

CareFirst has agreed to take all necessary steps to begin the implementation of the policy changes so that upon the Settlement becoming effective each of the following will be effective and/or operative:

- **Medical Policy for Lactation Consultations.** Under the Settlement, CareFirst has agreed to adopt a revised Medical Policy covering Lactation Consultations, and implement internal policies that reflect and are consistent

with the revised Medical Policy. The revised Medical Policy is intended to clarify CLS coverage and facilitate Plan Participants' access to coverage for CLS as a preventive service.

➤ **Expansion of In-Network Lactation Providers.** CareFirst will endeavor to enter into network contracts directly with (i) trained providers of CLS, including Certified Lactation Counselors or International Board Certified Lactation Consultants (IBCLCs), who have a medical license; and (ii) group health care practices that specialize in the provision of CLS. CareFirst will affirmatively communicate this contracting effort to prospective CLS network providers and the process for them to apply to contract with CareFirst as a network provider. Plaintiffs' Counsel, for a period of time, will review the results of CareFirst's contracting with CLS providers.

➤ **Facilitate Plan Participants' Accessibility to CLS Coverage and Network Lactation Providers.** The Settlement includes changes to CareFirst's website and documents that will inform Plan Participants and providers about CareFirst's coverage for CLS, and facilitate Plan Participants' ability to identify in-network lactation providers. Among other things, CareFirst will modify its provider finder website, so that it will be searchable by lactation and breastfeeding related search terms; and, CareFirst will provide a list of network CLS providers updated on a timely basis and provided on request in the same manner as CareFirst provides such information for other providers.

Post-Class Period Claims Handling. In order to address claims for CLS that are made after the end of the Class Period but during the period that CareFirst is implementing the terms of the Settlement (*e.g.* during the expansion of in-network lactation providers), CareFirst has agreed that from September 1, 2018 (the day after the last day of the Class Period) until a date two years following the Effective Date of the Settlement, CareFirst shall implement a claims handling process with respect to CLS Claims, so that such claims are adjudicated as a preventive benefit. The Plan Participants whose claims arise after the end of the Class Period are not part of the Class and are not releasing their claims as part of the Settlement.

6. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?

It is important to understand that any settlement of litigation involves an exchange that benefits both parties. In this case, CareFirst gets what is called a "release" of certain claims. That means if you are included in the Settlement (if you do not "opt out" or exclude yourself), you will be giving up the right to make the following claims against Defendants:

Any and all claims, causes of action, demands, rights, actions, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether fixed or contingent, accrued or unaccrued, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured (including "Unknown Claims" as defined below), arising out of, relating to, or in connection with the facts, events, acts and occurrences, which were or could have been alleged in the Action or in any forum whatsoever, by Plaintiffs or any member of the Class, whether individual, class, representative, legal, equitable, or any other type or in any other capacity, against any of the Released Defendants, whether or not any such Released Defendants were named, served with process, or appeared in the Action, based upon any other federal, state, local, statutory, common, foreign or international law, rule, or regulation or any other law, rule, or regulation or any common law causes of action; *provided that* the Released Claims do not include claims based upon the interpretation or enforcement of the terms of the Settlement.

"Unknown Claims" means: (a) any Released Claims that Plaintiffs or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendants, or might have affected his, her, or its decision(s) with respect to the Settlement; and (b) any Released Defendants' Claims that any Released Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Plaintiffs, or might have affected his, her, or its

decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT 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.

If you have questions or concerns about the release, you are free to consult your own lawyer to ask questions and understand more about it.

7. IF I AM ELIGIBLE, WHEN WILL I RECEIVE SETTLEMENT PAYMENTS?

The Court will hold the Final Approval Hearing on April 9, 2019 at 11:30 AM.

If the Court approves the Settlement and its order becomes a final judgment, then payments will be made. Please be patient. Check www.CareFirstBreastfeedingSupportClassAction.com periodically for updates on the status of the Action, Settlement and any payments.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. WHY WOULD I ASK TO BE EXCLUDED (OPT OUT)?

If you want to keep your right to pursue your own individual lawsuit against CareFirst relating to the issues in the lawsuit, you must opt out. If you choose to opt out, you will not receive any CLS Settlement Payment or Balance Bill Settlement Payment, and you will not be bound by the Settlement, including the release described in Question 6.

9. HOW DO I OPT OUT OF THE SETTLEMENT CLASS?

To exclude yourself from the Settlement Class, you must notify Class Counsel **in writing** by first class mail addressed to:

Nicholas E. Chimicles
Kimberly Donaldson Smith
Stephanie E. Saunders
CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP
361 West Lancaster Ave.
Haverford, PA 19041

The written request must include your (i) name; (ii) address; (iii) telephone number; (iv) Policy name and number; (v) Member Number; (vi) the date insured by Defendants; (vii) for each CLS Claim provide the date of service, provider, and out-of-pocket amount paid; and, (viii) a statement that you wish to be excluded from the Settlement. Members of the Class may not exclude themselves by filing requests for exclusion as a group or class, but must in each instance individually and personally execute the request.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE MARCH 11, 2019 WILL NOT BE HONORED.

10. WHAT HAPPENS IF I DON'T OPT OUT AND EXCLUDE MYSELF?

If the Court approves the Settlement and you do not opt out by the deadline, you will lose your right to sue CareFirst for relief arising from the Released Claims. After the opt-out deadline, outlined in Question 9, Settlement Class Members will be preliminarily enjoined from asserting Released Claims.

You will receive a monetary Settlement Payment only if you do not exclude yourself.

OBJECTING TO THE SETTLEMENT

11. HOW DO I OBJECT TO THE SETTLEMENT?

You can object to the Settlement, the attorneys' fees and expenses requested, or the Class Representative Service Awards. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve any of these things, but will not exclude you from the Settlement. To object, you must send a letter via first class mail stating why you object to the Settlement. Be sure to include your (i) name; (ii) address; (iii) telephone number; (iv) Policy name and number; (v) Member Number; (vi) the date insured by Defendants; (vii) for each CLS Claim provide the date of service, provider, and out-of-pocket amount paid; and, (viii) the case name and number: *Ferrer, et al. v. CareFirst, Inc., et al, Case 1:16-cv-02162 (USDC DC)*. The objection must be postmarked and mailed to all three of the following groups no later than March 11, 2019:

Court	Class Counsel	CareFirst's Counsel
Clerk of the Court United States District Court for the District of Columbia 333 Constitution Avenue N.W. Washington, D.C. 20001	Nicholas E. Chemicles Kimberly Donaldson Smith Stephanie E. Saunders CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP 361 West Lancaster Ave. Haverford, PA 19041 (610) 642-8500	Patrick de Gravelles CAREFIRST BLUECROSS BLUESHIELD, LITIGATION GENERAL COUNSEL 840 First St., N.E. DC 12-08 Washington, D.C. 20065 (202) 680-7457

Upon the filing of an objection, Class Counsel may take the deposition of the objecting Class member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

OBJECTIONS THAT ARE NOT POSTMARKED ON OR BEFORE MARCH 11, 2019 WILL NOT BE HONORED.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THE CASE?

Yes, unless you exclude yourself (opt-out) from the Settlement. The Court decided that Class Counsel, listed above in Question 11, at the law firm of Chemicles Schwartz Kriner & Donaldson-Smith LLP, are qualified to represent the members of the Class.

13. WILL THE LAWYERS AND CLASS REPRESENTATIVES BE PAID, AND IF SO HOW MUCH?

Any court-approved payment to Plaintiffs' Counsel and the Class Representatives will be paid by CareFirst. No payment will come from the Class Members.

The Settlement Agreement allows Class Counsel to ask the Court to approve payment of Plaintiffs' Counsel's attorneys' fees and litigation costs of up to \$3 million. This payment will compensate Class Counsel for their work and expenses incurred in investigating the facts, litigating the case, consulting with experts, and negotiating the Settlement. The Court must approve the amount of fees and costs paid to Plaintiffs' Counsel.

The amount that the Class Representatives (who brought the lawsuit and who have served as the named plaintiffs) receive in the Settlement will be determined in the same manner as used for all Class Members. In addition, the Settlement Agreement allows Class Counsel to ask the Court for a service award of \$2,500 for each of the three class representatives. Any such award must be approved by the Court.

Class Counsel's motion for attorneys' fees and costs, and for a service award to the class representatives, will be available at www.CareFirstBreastfeedingSupportClassAction.com, or you can call the Claims Administrator with any questions.

14. HOW IS THE COST OF PROVIDING NOTICE TO CLASS MEMBERS PAID FOR?

All costs of providing notice about the Settlement to Class Members and the administration of the Settlement will be paid by CareFirst.

THE FINAL APPROVAL HEARING

15. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on April 9, 2019 at 11:30 AM in Courtroom 10- 4th Floor of the United States District Court for the District of Columbia, 333 Constitution Avenue N.W. Washington, D.C. 20001. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge in the case will listen to people who have asked in advance to speak at the hearing. The Court may also decide how much Class Counsel may receive in attorneys' fees and expenses. The Court may also decide how much the class representative should receive as a service award. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take. The Court can change the date of the hearing without further notice, so please check the court docket for the case if you want to appear to make sure that the date and time have not changed.

16. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you retain your own lawyer, your lawyer can attend on your behalf.

17. DO I HAVE TO SPEAK AT THE HEARING?

No, you do not have to speak at the Final Approval Hearing. If you want to speak at the Final Approval Hearing, You may ask the Court for permission to do so. You must send a letter saying that it is your “Notice of Intention to Appear in *Ferrer, et al. v. CareFirst, Inc., et al*, Case 1:16-cv-02162 (USDC DC).” Be sure to include your (i) name; (ii) address; (iii) telephone number; (iv) Policy name and number; (v) Member Number; (vi) the date insured by Defendants; and (vii) for each CLS Claim provide the date of service, provider, and out-of-pocket amount paid.

Your Notice of Intention to Appear must be postmarked no later than March 11, 2019, and must be sent to the Clerk of the Court, Class Counsel, and CareFirst’s Counsel, at the following address:

Court	Class Counsel	CareFirst’s Counsel
Clerk of the Court United States District Court for the District of Columbia 333 Constitution Avenue N.W. Washington, D.C. 20001	Nicholas E. Chimicles Kimberly Donaldson Smith Stephanie E. Saunders CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP 361 West Lancaster Ave. Haverford, PA 19041 (610) 642-8500	Patrick de Gravelles CAREFIRST BLUECROSS BLUESHIELD, LITIGATION GENERAL COUNSEL 840 First St., N.E. DC 12-08 Washington, D.C. 20065 (202) 680-7457

You cannot speak at the Final Approval Hearing if you opted out of the Settlement.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THIS LAWSUIT?

Yes. Additional information regarding the Action and the Settlement is also available at www.CareFirstBreastfeedingSupportClassAction.com. The information includes the complaint filed in the case; the Settlement Agreement and its attachments; and the court order preliminarily approving the Settlement.

19. HOW CAN I LEARN MORE?

If you have additional questions about the Settlement or the Action, you can go to www.CareFirstBreastfeedingSupportClassAction.com, call 1-855-441-2329, or write to the Claims Administrator at: CareFirst ACA Settlement Claims Administrator, PO Box 58116, 1500 John F Kennedy Blvd, Ste. C31, Philadelphia, PA 19102.

Class Counsel can be reached as follows:

Nicholas E. Chimicles
Kimberly Donaldson Smith
Stephanie E. Saunders
CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP
361 West Lancaster Ave.
Haverford, PA 19041
(610) 642-8500
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