

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Andrew Beckett, Arizona Doe, California Doe, S.A., Colorado Doe, Connecticut Doe, DC Doe, Florida Doe, Georgia Doe, Illinois Doe, Indiana Doe, Kansas Doe, Maine Doe, Maryland Doe, Minnesota Doe, Mississippi Doe, Missouri Doe, Nevada Doe, NewHampshire Doe, NewJersey Doe, NewMexico Doe, NewYork Doe1, NewYork Doe2, NewYork Doe3, NewYork Doe4, NorthCarolina Doe, Ohio Doe, Oklahoma Doe, SouthCarolina Doe, Tennessee Doe, Texas Doe, Virginia Doe, Washington Doe, John Doe, Jane Doe2, John Doe1, and John Doe2, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Aetna, Inc., Aetna Life Insurance Company, and Aetna Specialty Pharmacy, LLC,

Defendants.

Case No. 2:17-CV-3864-JS

DECLARATION OF CHARLES E. FERRARA OF ANGEION GROUP, LLC

I, Charles E. Ferrara, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am a Director of Operations at the class action notice and settlement administration firm, Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. Angeion is a leading class action notice and settlement administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more

than 2,000 class action settlements and distributed over \$10 billion to class members. The executive profiles and company overview are available at http://www.angeiongroup.com/meet_the_team.htm.

3. Angeion has successfully developed and implemented hundreds of notice campaigns involving various methods of media, including direct mailed notice, email notice, printed media notice, and digital and social media notice, for millions of potential class members in many cases.

4. Courts have repeatedly recognized Angeion's work in designing and implementing class action notice programs. For example:

(a) On February 24, 2017, in *James Roy, et al. v. Titeflex Corp., et al.*, No. 384003V (Md. Cir. Ct. 2013), the Honorable Ronald B. Rubin noted in granting preliminary approval to the settlement: “*What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that’s probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. I think the notice provisions are exquisite.*” (emphasis added).

(b) On May 12, 2016, in his Order granting preliminary approval of the settlement in *In Re Whirlpool Corp. Front Loading Washer Products Liability Litigation (MDL No. 2001) (N.D. Ohio)*, the Honorable Christopher A. Boyko stated: “*The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them,*

finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.”

- (c) In ***Sateriale, et al. v R.J. Reynolds Tobacco Co., No. CV 09 08394 CAS (C.D. Cal. May 3, 2016)***, the Honorable Christina A. Snyder stated “*The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.*”

5. Angeion has also served as the court-appointed settlement administrator in cases involving privacy rights. For example, Angeion currently serves as the court-appointed Settlement Administrator in ***In Re Ashley Madison Customer Data Security Breach Litigation, No. 4:15-MD-02669-JAR (E.D. Mo.)***. In that case, the court granted final approval of the parties’ settlement on November 20, 2017. The administration of *Ashley Madison* settlement involved the need by Angeion to closely safeguard class members confidential information and to communicate with them in a confidential, discrete and appropriate manner so as not to cause any further harm to class members or their personal or professional reputation.

6. Angeion has implemented and adheres to an Enterprise Risk Management (“ERM”)

Program to identify and minimize areas of risk, including Operations and Information Security. Specifically, Angeion has developed policies and procedures to secure its physical and network environments and to ensure the protection of data, including by maintaining a robust privacy policy to protect personally identifiable information and other confidential data. This policy covers Angeion and applies to all confidential and personally identifiable information that the company obtains in the course of administering class action settlements. Angeion also uses the Secure Mail Transfer tool and a Share File tool to send and receive confidential and personal information.

7. Angeion has also developed and implemented Network Access Policies including Access Control, Acceptable Use, Wireless Access, Password, and two factor authentications. Angeion also maintains Background Check and Employee Termination policies. All of these policies are designed to ensure that Angeion will zealously safeguard class members' confidential information.

8. Angeion's office space and server room are located within a high-rise office building with 24/7 security. The entrance to Angeion's office facility is staffed by a receptionist and/or is locked. The production facility is locked at all times and a keycard is required for access. The server room is located in the secure production area, secured with a biometric reader, and access is limited to key essential personnel. Angeion also maintains cameras in the space to ensure further security.

9. Angeion has carefully reviewed the Settlement Agreement in this case and is aware of and has agreed in writing to all terms of the Settlement Agreement as they apply to the Settlement Administrator.

10. Angeion understands that the Settlement Administrator shall perform all tasks and duties ascribed to it in the Settlement Agreement and as the Court may direct, including by preparing and submitting written status reports and declarations to Co-Lead Class Counsel and/or Counsel for Aetna at any time upon written request. *See* ¶ 3.1.2 of Settlement Agreement.

11. Angeion understands that it is not to share Settlement Class Member information with any person as provided in the Settlement Agreement. *See* ¶ 3.1.4 of Settlement Agreement.

12. Angeion is aware of all requirements set forth in Section 3 of the Settlement Agreement, including Paragraph 3.6, which provides that with respect to communicating with Settlement Class Members, Angeion will protect Settlement Class Members' privacy rights:

(a) by using an opaque envelope of appropriate and sufficient stock and with no transparent window so as to obscure the contents of the envelope;

(b) by using a return address on the outside of the envelope with no identifying information other than a P.O. Box, City, State and Zip Code;

(c) by including a statement on the front of the envelope stating that it contains "Confidential Legal Information – To Be Opened Only By The Addressee";

(d) by using a protective cover page that folds around the Notice of Class Action Settlement and that identifies that the information being provided therein is confidential and solely for reading by the Settlement Class Member; and

(e) by using paper stock that will protect the confidentiality of the contents of the envelope from being read through the envelope.

13. Angeion will process the Settlement Class Member Information provided to it by Aetna pursuant to the Court's Preliminary Approval Order through the U.S. Postal Service's National Change of Address database prior to mailing and shall discuss any discrepancies it may find with Aetna.

14. Angeion will implement the Notice Plan following the Court's entry of the Preliminary Approval Order. The Notice Plan is designed to meet the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure, and includes: (a) direct notice by U.S. first-class mail to all Settlement Class Members; (b) notice through the Settlement Website and the

automated telephone system provided for in the Settlement Agreement; (c) the issuance of press releases by both Aetna and Co-Lead Class Counsel on the day after the Motion for Preliminary Approval of Class Action Settlement is filed; and (d) an announcement to be included on the webpages dedicated to this litigation that are already maintained by each of Co-Lead Class Counsel.

15. My staff and I will draw from our in-depth class action notice and claims administration experience as well as our work in related fields to serve as Settlement Administrator in this case.

16. Angeion estimates that our total cost for Settlement Administration will be approximately \$155,000, and Angeion agrees that the total cost shall not exceed \$180,000.

Dated: January 15, 2018



CHARLES E. FERRARA
On behalf of Angeion Group, LLC