

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

Andrew Beckett<sup>1</sup>, 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

**AMENDED CLASS ACTION  
COMPLAINT**

Plaintiffs (1) Andrew Beckett; (2) Arizona Doe; (3) California Doe; (4) S.A.; (5) Colorado Doe; (6) Connecticut Doe; (7) DC Doe; (8) Florida Doe; (9) Georgia Doe; (10) Illinois Doe; (11) Indiana Doe; (12) Kansas Doe; (13) Maine Doe; (14) Maryland Doe; (15) Minnesota Doe; (16)

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<sup>1</sup> Pseudonyms have been used in place of Plaintiffs' real names due to privacy concerns. The Court has ordered that Plaintiffs may proceed using pseudonyms for all pretrial proceedings. *See* Dkt. No. 31 at ¶ 13; *see also Doe v. Megless*, 654 F.3d 404, 408-9 (3d Cir. 2011) (endorsing a non-comprehensive balancing test, which balances, "whether a litigant has a reasonable fear of severe harm that outweighs the public's interest in open litigation," and including AIDS as an example of an area where courts have permitted plaintiffs to proceed with pseudonyms); *see also Smith v. Milton Hershey Sch.*, No. CIV.A. 11-7391 (E.D. Pa. 2011) (allowing mother of HIV-positive minor child to proceed under pseudonym); *Doe v. Deer Mountain Day Camp, Inc.*, No. 07-cv-5495 (S.D.N.Y. Jun. 22, 2007) (permitting minor and his parent alleging HIV discrimination against camp to proceed under pseudonym); *EW v. New York Blood Center*, 213 F.R.D. 108, 110 (E.D.N.Y. 2003) (holding that the prejudice of embarrassment and fear of stigmatization because plaintiff had a "sexually and blood-transmitted disease" like AIDS "is real.").

Mississippi Doe; (17) Missouri Doe; (18) Nevada Doe; (19) NewHampshire Doe; (20) NewJersey Doe; (21) NewMexico Doe; (22) NewYork Doe1; (23) NewYork Doe2; (24) NewYork Doe3; (25) NewYork Doe4; (26) NorthCarolina Doe; (27) Ohio Doe; (28) Oklahoma Doe; (29) SouthCarolina Doe; (30) Tennessee Doe; (31) Texas Doe; (32) Virginia Doe; (33) Washington Doe; (34) John Doe; (35) Jane Doe2; (36) John Doe1; and (37) John Doe2, individually and on behalf of the classes set forth below, through their undersigned counsel, bring this Amended Class Action Complaint (“Amended Complaint”) against Defendants Aetna, Inc., Aetna Life Insurance Company, and Aetna Specialty Pharmacy, LLC (collectively, “Aetna” or “Defendants”), pursuant to FED. R. CIV. P. 15(a)(1).

### **INTRODUCTION**

1. This case is about Aetna’s repeated failure to respect the privacy rights of people who are taking HIV-medications.

2. In 2014 and 2015, Aetna was sued in two separate class action lawsuits which alleged that Aetna jeopardized the privacy of people taking HIV medications by requiring its insureds to receive their HIV medications through mail and not allowing them to pick up their medications in person at the pharmacy.

3. Those lawsuits were never certified as class actions. Instead, Aetna entered into a settlement with the individual plaintiffs in those cases, paying the individuals \$24,000 and paying their lawyers an undisclosed sum.

4. As a condition of the individual settlement, Aetna agreed to send its affected insureds a notice informing them that they may obtain their medications through a retail pharmacy.

5. Aetna also agreed to pay up to \$295,000 in actual damage claims to individuals who incurred extra expenses due to Aetna’s policies.

6. The settlement was not a class action settlement. The settlement did not release any

claims besides those of the individual plaintiffs. Thus, the settlement was neither presented to nor approved by any court.

7. Pursuant to the individual settlement, Aetna provided contact information for approximately 11,800 of its insured who were prescribed HIV medications to its attorneys at Gibson Dunn & Crutcher (“Gibson Dunn”) without the proper and legally required protections in place for the transmission of this highly confidential information.

8. In turn, Gibson Dunn provided the information on Aetna’s behalf to a third party mailing vendor, Kurtzman Carson Consulting, LLC (“KCC”), again without the proper and legally required protections in place for the transmission of this highly confidential information.

9. KCC then processed the mailing on Aetna’s behalf and at Aetna’s request.

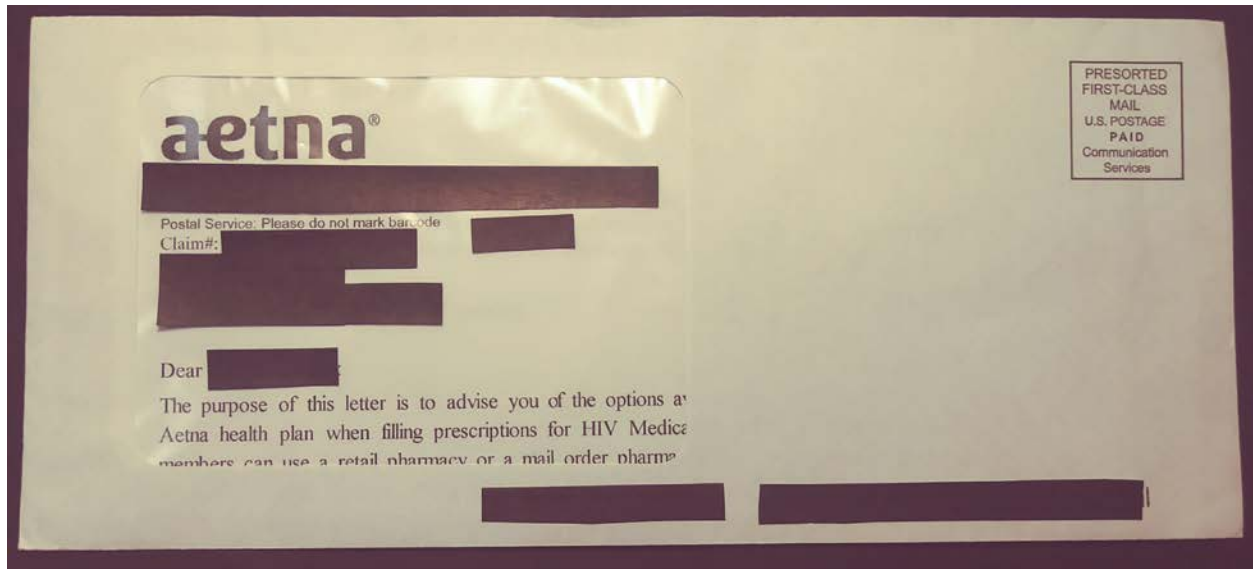
10. In the course of sending out the agreed notices, however, Aetna failed to recognize the dangers associated with sending information about HIV medications through the mail.

11. Specifically, rather than sending the notice about how people taking HIV medications could fill their prescriptions in an opaque envelope, and with other protections in place, Aetna, through its mail vendor, instead sent this highly sensitive information in an envelope with a large transparent glassine window.

12. The information about how individuals could obtain their HIV medications was visible through the transparent glassine window from the outside of the envelope and available to anyone who saw the envelope.

13. As shown in the photograph below, information about the new option provided to recipients to fill their HIV medication prescription was plainly visible through the large-window section of the envelope. Specifically, the visible portion of the letter clearly indicated that it was from Aetna, included a claims number and information for the addressee, and stated “[t]he purpose of this letter is to advise you of the options av... Aetna health plan when filling prescriptions for

HIV Medica... members can use a retail pharmacy or a mail order pharma....”



14. HIV is the virus that causes AIDS.

15. Despite the fact that the first AIDS case was identified more than 40 years ago, people living with HIV and AIDS still face extreme stigma. In fact, stigma is widely recognized as a driver of the AIDS epidemic. *See* The People Living With HIV Stigma Index, at <http://www.stigmaindex.org/>. To ensure that people feel safe to come forward to be tested and treated for HIV, many states have enacted laws that protect the confidentiality of a person's HIV-related information.

16. Aetna's actions carelessly, recklessly, negligently, and impermissibly revealed HIV-related information of their current and former insureds to their family, friends, roommates, landlords, neighbors, mail carriers, and complete strangers (including at Gibson Dunn and KCC). This action seeks redress against Defendants for their unlawful exposure of Plaintiffs' and Class members' confidential HIV-related information.

### **PARTIES**

17. To protect their privacy, all Plaintiffs are proceeding under pseudonyms.

18. Plaintiff Andrew Beckett is a resident of Pennsylvania and lives in this judicial

district.

19. Plaintiff Arizona Doe is a resident of Arizona.
20. Plaintiff California Doe is a resident of California.
21. Plaintiff S.A. is a resident of California.
22. Plaintiff Colorado Doe is a resident of Colorado.
23. Plaintiff Connecticut Doe is a resident of Connecticut.
24. Plaintiff DC Doe is a resident of Washington D.C.
25. Plaintiff Florida Doe is a resident of Florida.
26. Plaintiff Georgia Doe is a resident of Georgia.
27. Plaintiff Illinois Doe is a resident of Illinois.
28. Plaintiff Indiana Doe is a resident of Indiana.
29. Plaintiff Kansas Doe is a resident of Kansas.
30. Plaintiff Maine Doe is a resident of Maine.
31. Plaintiff Maryland Doe is a resident of Maryland.
32. Plaintiff Minnesota Doe is a resident of Minnesota.
33. Plaintiff Mississippi Doe is a resident of Mississippi.
34. Plaintiff Missouri Doe is a resident of Missouri.
35. Plaintiff Nevada Doe is a resident of Nevada.
36. Plaintiff NewHampshire Doe is a resident of New Hampshire.
37. Plaintiff NewJersey Doe is a resident of New Jersey.
38. Plaintiff NewMexico Doe is a resident of New Mexico.
39. Plaintiffs NewYork Doe1, NewYork Doe2, NewYork Doe3, and NewYork Doe4  
are residents of New York.
40. Plaintiff NorthCarolina Doe is a resident of North Carolina.

41. Plaintiff Ohio Doe is a resident of Ohio.
42. Plaintiff Oklahoma Doe is a resident of Oklahoma.
43. Plaintiff South Carolina Doe is a resident of South Carolina.
44. Plaintiff Tennessee Doe is a resident of Tennessee.
45. Plaintiff Texas Doe is a resident of Texas.
46. Plaintiff Virginia Doe is a resident of Virginia.
47. Plaintiff Washington Doe is a resident of Washington.
48. Plaintiff John Doe is a resident of California.
49. Plaintiff Jane Doe<sup>1</sup> is a resident of Illinois.
50. Plaintiff John Doe<sup>1 2</sup> is a resident of Florida.
51. Plaintiff John Doe<sup>2 3</sup> is a resident of California.
52. Defendant Aetna, Inc. is a Pennsylvania corporation with its principal place of business in Pennsylvania.
53. Defendant Aetna Specialty Pharmacy LLC is a Delaware limited liability company registered to do business in Pennsylvania.
54. Defendant Aetna Life Insurance Company is a Connecticut company.
55. The Aetna Defendants have principal places of businesses in Pennsylvania and Connecticut.

### **JURISDICTION AND VENUE**

56. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d) of the Class Action Fairness Act because the amount in controversy exceeds the sum or value of

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<sup>2</sup> Plaintiff John Doe<sup>1</sup> was identified as “John Doe” in *Jane Doe 1, et al. v. Aetna, Inc.*, No. 3:17-CV-01751 (D. Conn. Oct. 18, 2017).

<sup>3</sup> Plaintiff John Doe<sup>2</sup> was identified as “John Doe” in *Doe v. Aetna, Inc.*, No. 17-cv-1947 (S.D. Cal. Sept. 25, 2017).

\$5,000,000.00, exclusive of interest and costs, there are at least 100 members of the proposed Class, and at least one member of the proposed Class is a citizen of a different state from one of the Defendants.

57. Venue is appropriate in the Eastern District of Pennsylvania under 28 U.S.C. § 1391 because Aetna, Inc. and Aetna Specialty Pharmacy LLC reside in this District and because a substantial part of the events giving rise to the claims occurred in this District.

#### **AETNA'S UNAUTHORIZED DISCLOSURE OF HIV INFORMATION**

58. Since HIV and AIDS first entered the public consciousness as an ongoing public health crisis in the early 1980s, people living with HIV and AIDS have been subjected to social stigma and discrimination.

59. HIV related stigma is still widely prevalent, and such stigma can have a debilitating effect on people living with HIV. The People Living with HIV Stigma Index is an international research project spearheaded by the Global Network of People Living with HIV launched in 2008 to measure and detect changing trends in relation to stigma and discrimination experienced by people living with HIV. *See* The People Living With HIV Stigma Index, at <http://www.stigmaindex.org/>. While the U.S. study is ongoing, the data from Michigan reveals sobering levels of HIV-related stigma in the daily lives of Americans with HIV. For example, nearly 73% of participants experienced at least 1 of 11 forms of exclusion, stigma or discrimination, including gossip, rejection by family or friends, exclusion from religious organizations, or verbal and/or physical harassment. *See* UNIFIED-HIV Health and Beyond, The U.S. People Living with HIV Stigma Index: Michigan, Wave I Findings, 2014-2016, at 30.

60. As recently as 2012, more than half of Americans still said they felt some discomfort with people with HIV/AIDS. *See* Henry J. Kaiser Family Foundation, The Washington

Post/Henry J. Kaiser Family Foundation 2012 Survey of Americans on HIV/AIDS (July 2012).<sup>4</sup> In a national survey, 52% of respondents indicated they would be less than “very comfortable” working with someone with HIV/AIDS. *Id.* The same survey found many Americans with misconceptions about how HIV is transmitted. *Id.*

61. A survey conducted in 2015 by Kaiser Family Foundation found that 75% of survey respondents from Georgia believed that people living with HIV suffer from a lot or some stigma and discrimination. *See* Henry J. Kaiser Family Foundation, The Public Attitudes and Knowledge about HIV/AIDS in Georgia (November 2015).<sup>5</sup> Only 20% of respondents said that they would be very comfortable personally with having their food prepared by someone who has HIV, and only 30% said they would be very comfortable having a roommate who has HIV. *Id.* Only 8% of individuals said that they would be very or somewhat comfortable being in a sexual relationship with someone who has HIV. *Id.*

62. In addition, people living with HIV often are not able to turn to their families for support due to the associated stigma. The same Georgia survey found that 91% of Georgians agree that having the support of family and loved ones is “very important” to the health and well-being of people with HIV. Yet, comparatively only 38% say most people with HIV in the state get that support (44% say most do not and 18% don’t know). *Id.*

63. Some people who are not living with HIV take HIV medications as part of a regimen of pre-exposure prophylaxis (“PrEP”). According to the U.S. Centers for Disease Control and Prevention (the “CDC”), “PrEP is a powerful HIV prevention tool” and “[w]hen taken consistently, PrEP has been shown to reduce the risk of HIV infection in people who are at high

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<sup>4</sup> Available at <http://kff.org/hiv aids/poll-finding/2012-survey-of-americans-on-hiv aids>.

<sup>5</sup> Available at <http://www.kff.org/hiv aids/poll-finding/public-attitudes-and-knowledge-about-hiv aids-in-georgia/>.

risk by up to 92%. PrEP has been associated with “sexual risk taking” and a “fear of stigmatization” has reduced motivation to “seek or sustain” PrEP use.<sup>6</sup>

64. To be prescribed PrEP, a person must undergo an HIV test.

65. To ensure that people feel safe to come forward to be tested and treated for HIV, many states have enacted laws that protect the confidentiality of a person’s HIV-related information.

66. For example, in Pennsylvania, the state legislature passed the Confidentiality of HIV-Related Information Act (commonly known as “Act 148”) to promote “testing and counseling” by “establishing confidentiality requirements which protect individuals from inappropriate disclosure and subsequent misuse of confidential HIV related information.” 35 P.S. § 7602(a). The Act strictly limits health or social service providers from disclosing HIV-related information except in certain limited circumstances. 35 P.S. § 7607.

67. Thirty-nine states have either HIV-specific privacy statutes or general privacy provisions that expressly mention HIV. The remaining states may protect its confidentiality under other statutes or provisions. *See* Electronic Privacy Information Center, Lawrence O. Gostin, *Legislative Survey of State Confidentiality Laws, with Specific Emphasis on HIV and Immunization*, available at [https://epic.org/privacy/medical/cdc\\_survey.html](https://epic.org/privacy/medical/cdc_survey.html).

68. Federal laws, such as the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), were also enacted in recognition of the important privacy rights that individuals should expect to have over their sensitive medical information.

69. Aetna is a health care plan provider and provides coverage for HIV medications.

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<sup>6</sup> Sarah K. Calabrese and Kristen Underhill, *How Stigma Surrounding the Use of HIV Preexposure Prophylaxis Undermines Prevention and Pleasure: A Call to Destigmatize “Truvada Whores,”* Am. J. Publ. Health (Oct. 2015), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4566537/>.

70. In 2014 and 2015, Aetna was sued in two lawsuits alleging that it had illegally required its insureds to obtain HIV medication solely through the mail, instead of allowing insureds to also obtain their medications in person at a retail pharmacy. *See Doe v. Aetna, Inc.*, No. 14-cv-2986 (S.D. Cal.); *Doe v. Coventry Health Care, Inc.*, No. 15-cv-62685 (S.D. Fla.) (collectively, the “*Doe* lawsuits”).

71. The *Doe* lawsuits explicitly noted the privacy concerns associated with receiving HIV related information in the mail. *See, e.g., Doe v Coventry*, No. 15-cv-62685, Am. Compl. ¶¶ 1, 3-6, 8, 9, 11, 32, 65, 68, 71, 92 (S.D. Fla. May 27, 2015) (ECF No. 61) (noting privacy concerns associated with being required to receive HIV medications through the mail).

72. Aetna was represented in the *Doe* lawsuits by Gibson Dunn.

73. The *Doe* lawsuits were never certified as class actions.

74. Instead, the *Doe* lawsuits were resolved in a consolidated individual settlement. The settlement was neither presented to nor approved by any court, and therefore, no court was involved in overseeing the official appointment of a settlement administrator or the transmission of the confidential information of Aetna’s insureds.

75. The Settlement Agreement pertaining to the *Doe* lawsuits is attached hereto as Exhibit 1 (“*Doe* Settlement Agreement”), and is incorporated here by reference.<sup>7</sup>

76. All of the Defendants sued here were parties to the *Doe* Settlement Agreement.

77. As part of the *Doe* Settlement Agreement, Aetna agreed to send out notices (the “*Doe* Settlement Notices” or the “*Doe* mailing” or the “*Doe* Notice”) to former and current members of Aetna health plans who had submitted claims for coverage for HIV medication.

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<sup>7</sup> The *Doe* Settlement Agreement only releases the claims of the named plaintiffs in the *Doe* lawsuits. It was not a class action settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure. If it had been a Rule 23 class action settlement, it would have been overseen by the Court.

78. Aetna provided its insureds' protected health information ("PHI") to its attorneys at Gibson Dunn without the proper and legally required protections in place.

79. In turn, Gibson Dunn gave the information about Aetna's insureds to KCC, again without the proper and legally required protections in place, acting on Aetna's behalf and with Aetna's knowledge and consent. The list of Aetna's insureds identified Plaintiffs and Class members as people who had been prescribed HIV medications.

80. Aetna never sought or received a court order allowing it to disclose this information to Gibson Dunn or KCC. While the courts in the *Doe* litigation allowed disclosure to vendors through discovery, those court orders did not allow disclosure for settlement purposes, and moreover, these orders may have no longer even have been in effect. Neither did those courts' orders contain the findings required under Pennsylvania law, which are specific to HIV-related information, namely a finding that there is a "compelling need" for the disclosure and that the need could not be accommodated by other means. Other state laws require similar findings.

81. On or about July 28, 2017 or immediately thereafter, Aetna's notices substantially identical to the notice set forth in Exhibit A2 and B2 of the *Doe* Settlement Agreement were sent by Aetna, through its mail vendor, KCC, to approximately 11,800 people. *See* <http://www.cnn.com/2017/08/24/health/aetna-hiv-status/index.html>.

82. One set of notices was sent to current members of certain Aetna health plans to inform them of the options available to fill prescriptions for HIV medications. *Doe* Settlement Agreement Ex. A2. The first sentence of this notices states: "The purpose of this letter is to advise you of the options available to you as a member of your Aetna health plan when filling prescriptions for HIV Medications." *Id.*

83. Another set of notices informs current and former plan members how to submit claims for reimbursement of out-of-pocket costs to be paid under the *Doe* Settlement Agreement

by using a claim form. *Doe* Settlement Agreement Ex. B2, C2. The first sentence of this set of notices states: “Our records show that you sought coverage for HIV Medications under an Aetna health plan.” *Id.*

84. The *Doe* notices were sent by KCC using an envelope with a large transparent glassine window.

85. As shown in paragraph 13 above, due to the large-window envelope, and the way in which the notices were formatted, folded and inserted in the envelope, the individual’s name and address, as well as their claim number and instructions related to HIV medication were clearly visible from the face of the envelope to anyone who came into contact with the mail.

86. Aetna recklessly provided the information about its insureds to KCC in the first place, and then recklessly failed to properly supervise KCC to ensure that the highly sensitive information was not illegally disclosed to third parties.

87. Aetna easily could have avoided the disclosure of its members’ private HIV-related information through the window on the envelopes. For example, Aetna could have instructed its vendor to use the industry-standard practice of protecting the contents of the envelope by using a blank cover page that contained only the recipient’s name and address. Alternatively, Aetna could have used an envelope that did not have a glassine window. Aetna also could have simply ensured that the text of its letter was appropriately spaced so as not to reveal sensitive information on the transparent part of the envelope that anybody handling the mail could see without opening the envelope.

88. Envelope vendors acknowledge that envelopes with windows are less secure than conventional solid envelopes. See <https://www.belightsoft.com/products/resources/envelope-styles-and-sizes> (“Open window envelopes are growing in popularity as more environmentally friendly, however, they are less secure.”); <http://www.autumnpress.com/wp->

[content/uploads/2014/02/autumn-press-envelopes-styles-and-sizes.pdf](#) (same).

89. As described below, Plaintiffs and Class Members have been harmed by Defendants' reckless exposure of Plaintiffs' and Class Members' confidential HIV-related information.

### **PLAINTIFFS' EXPERIENCES**<sup>8</sup>

90. All of the Plaintiffs received a *Doe* Settlement Notice, which was sent by and at the direction of Aetna, and under the supervision of Aetna.

#### **PENNSYLVANIA (Plaintiff Andrew Beckett)**

91. Plaintiff Andrew Beckett takes HIV medications as part of PrEP. On or about July 31, 2017, Plaintiff Beckett received a *Doe* Settlement Notice at his Pennsylvania address. Plaintiff Beckett lives with his sister and her fiancée. As Plaintiff Beckett's sister's fiancée was sorting the mail by household recipient, she saw that a letter addressed to Plaintiff Beckett from Aetna contained instructions, visible through a large-window envelope, on how to fill his prescription for HIV medication. Plaintiff Beckett's sister's fiancée immediately told Plaintiff Beckett's sister about the mail. Specifically, Plaintiff Beckett's sister's fiancée believed Plaintiff was living with HIV and did not confide in his family. Plaintiff Beckett's sister approached him to "address an issue in the mail." As he looked at his mail, he immediately understood what was happening. He felt he had no choice but to tell her why he was taking HIV medications. This conversation led to further embarrassing and invasive discussions on why he needed to protect himself, which activities put him at risk and other topics of an intimate nature. These conversations between Plaintiff Beckett, his sister and her fiancée have changed the nature of their relationships to one another and in their household. Defendants' mailing has caused him to feel embarrassed and

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<sup>8</sup> Each of the Named Plaintiffs is a proposed Class Representative for the state law class(es) in which they reside.

exposed. Plaintiff Beckett has suffered from increased stress and anxiety as a result of Defendants' reckless conduct. The increased stress has exacerbated Plaintiff Beckett's pre-existing medical conditions and altered his relationships with his family.

**ARIZONA (Arizona Doe)**

92. Plaintiff Arizona Doe lives in a duplex where the mailboxes are not locked or closed. His neighbor brought his mail to him that contained the *Doe* Settlement Notice. Arizona Doe's neighbor expressed concern for his health. Plaintiff Arizona Doe was shocked at the disclosure, felt humiliated, embarrassed, and helpless. Plaintiff Arizona Doe describes it as "an outing" over which Plaintiff Arizona Doe had no control.

**CALIFORNIA (California Doe, S.A., John Doe, and John Doe2)**

93. Plaintiff California Doe was out of town when the *Doe* Settlement Notice arrived. The house sitter he hired on the recommendation of a work colleague took in the mail. When Plaintiff California Doe returned home, the mail was in his house with the *Doe* Settlement Notice on top. The house sitter did not know he was gay or took PrEP. Plaintiff California Doe is a senior vice president in a corporation and worries his private information will be shared in his workplace.

94. S.A. received the *Doe* Settlement Notice which, disclosed, without authorization, S.A.'s information relating to HIV and/or HIV medications to numerous persons who were not authorized to view and/or receive such PHI, including S.A.'s roommates, and upon information and belief the mail carrier, all of whom had access to the mail that was delivered to S.A.'s home address. S.A.'s roommates, and upon information and belief, the mail carrier, had no knowledge of S.A.'s PHI related to HIV and/or HIV medications and S.A. had no desire or intention to disclose such information to those third parties. As a result, Defendants' actions directly and proximately caused substantial, ongoing, and irreparable damages and harm to S.A., including without limitation, economic damages and non-economic damages, including without limitation,

severe emotional distress, anxiety, embarrassment, and stress.

95. Plaintiff John Doe's family received the *Doe* Settlement Notice and quickly contacted Plaintiff John Doe about their concerns regarding the information that was clearly visible through the transparent envelope. Plaintiff John Doe, who is taking PrEP, had not disclosed this information to Plaintiff John Doe's family because the information was highly sensitive, personal, and private, particularly given that it revealed information about Plaintiff John Doe's sexuality. Immediately, Plaintiff John Doe was concerned the *Doe* Settlement Notice was intended to inform him that he was in fact HIV positive or that he had been exposed to HIV via a partner while taking preventative medication. Plaintiff John Doe's family was shocked and concerned for the health well-being of their child who they believed had contracted or was at high-risk of contracting a life threatening illness. By its disclosure, Defendants deprived Plaintiff John Doe the right to his medical privacy, and the ability to inform his parents of private information regarding his sexuality and health on his own terms in a manner that would not cause unnecessary stress or disruption. As a result of Defendants' disclosure, Plaintiff John Doe had to disclose this information to his family. Plaintiff John Doe's parents ultimately flew across the United States to ensure he was healthy and to assist him with dealing with the fall out of the notice, which has been highly disruptive to Plaintiff John Doe's life.

96. Plaintiff John Doe2 receives his mail in a common mailbox. He discovered the *Doe* Settlement Notice face up at the top of the mailbox, after others had sorted through the mail. The information relating to HIV was clearly displayed through the envelope. He was extremely distressed that the information would be revealed so publicly and that the other tenants who share the property would have a clear opportunity to see it. Plaintiff John Doe2 is a healthcare worker who knows that health information should be highly protected and is concerned that publicity about his HIV status could cause considerable harm to his employment. As a result of this

disclosure, Plaintiff John Doe2 feels constant anxiety and a distrust for his neighbors.

**COLORADO (Colorado Doe)**

97. Plaintiff Colorado Doe lived with his grandparents. He moved out before his *Doe* Settlement Notice arrived, and his grandparents received the Notice. Plaintiff Colorado Doe's grandparents had not known Plaintiff Colorado Doe's HIV status prior to receiving the *Doe* Settlement Notice. Plaintiff Colorado Doe's grandparents have become distant and expressed disappointment with him.

**CONNECTICUT (Connecticut Doe)**

98. Plaintiff Connecticut Doe was appalled when he received the *Doe* Settlement Notice as it revealed his personal medical information in plain view and he had not taken PrEP in over a year. Plaintiff Connecticut Doe feels vulnerable and is worried that his father may have found out that he had been taking PrEP, and may have questions about Plaintiff Connecticut Doe's sexual practices.

**DISTRICT OF COLUMBIA (DC Doe)**

99. Plaintiff DC Doe is living with HIV. Plaintiff DC Doe's daughter saw the *Doe* Settlement Notice and told Plaintiff DC Doe's mother and grandmother about what she saw in the envelope window. Plaintiff DC Doe's daughter, mother, and grandmother had previously been unaware of Plaintiff DC Doe's HIV status. Plaintiff DC Doe felt forced to acknowledge her HIV status to her mother and grandmother as a result of the *Doe* Settlement Notice, and in a manner and at a time when she had not been prepared to disclose this information. Plaintiff DC Doe's relationship with her grandmother has become tense and strained. Plaintiff DC Doe is also concerned about her daughter's ability to cope with this information.

**FLORIDA (Florida Doe and John Doe1)**

100. Plaintiff Florida Doe and his husband are living with HIV and had not disclosed

their HIV status to their families. Plaintiff Florida Doe found the *Doe* Settlement Notice on a table in the public lobby of his apartment building where mis-delivered mail is placed. Plaintiff Florida Doe fears that his neighbors saw the letter and as a result, he avoids using the front door of his apartment building. Plaintiff Florida Doe believes that the Building Manager, who had the opportunity to see the letter while it was in the lobby, has changed her demeanor towards him. She had previously been friendly and now seems to be avoiding him, ignoring his maintenance requests, and delaying arranging for needed repairs. At the time the letter arrived, Plaintiff Florida Doe and his husband were hosting a family reunion with people from around the country and abroad. Plaintiff Florida Doe's family members saw the *Doe* Settlement Notice and became very upset because a family member had died from AIDS-related complications and now feared for Florida Doe's health. Plaintiff Florida Doe's husband's relatives shared the information with other relatives abroad.

101. Plaintiff John Doe1 is a young man living with HIV who has chosen not to disclose his status to family and friends. Concerned about maintaining the privacy of his information, he takes certain precautions, such as promptly updating his mailing address with Aetna when he moved to a different state prior to July 2017. Despite his proactive steps, Aetna mailed the *Doe* Settlement Notice to his previous address where his brother, sister, and his sister's husband reside. Plaintiff John Doe1's sister saw the letter and was able to see his HIV status information through the envelope window. She shared the information regarding John Doe2's HIV status with the other family members living in the house. John Doe1 had not previously disclosed his HIV status to his family, and had no intention of doing so. As a result of his sister seeing the *Doe* Settlement Notice, John Doe1 felt forced to acknowledge his HIV status to his family, and in a manner and at a time when he had not been prepared or willing to disclose this information. After he contacted Aetna to complain about this disclosure of his private health information, Aetna resent

the *Doe* Settlement Notice to his current address-- again with his private health information showing through the envelope window.

**GEORGIA (Georgia Doe)**

102. Plaintiff Georgia Doe has kept his HIV status private since he was diagnosed in 2003. Plaintiff Georgia Doe lives in a small town and has a mailbox at the end of his long driveway. Plaintiff Georgia Doe's neighbor picked up the mail with the *Doe* Settlement Notice on his way to visit. He hand-delivered the mail to Plaintiff Georgia Doe and left. The neighbor has since not returned or responded to Plaintiff Georgia Doe's repeated phone calls. Plaintiff Georgia Doe is upset and concerned that his relationship with his neighbor has been forever damaged.

**ILLINOIS (Illinois Doe and Jane Doe2)**

103. Plaintiff Illinois Doe is a pastor at a small church. Plaintiff Illinois Doe's mail carrier handed Plaintiff Illinois Doe the *Doe* Settlement Notice in front of Plaintiff Illinois Doe's neighbor. Since then, routine attendance at Plaintiff Illinois Doe's church has dropped from approximately 50 people to approximately 8 people. Plaintiff Illinois Doe is concerned that the mail carrier and Plaintiff Illinois Doe's neighbor have spread gossip about him.

104. Plaintiff Jane Doe2 lives in an apartment building. Her mailbox is adjacent to six other apartment units. At the time the letter from Aetna was delivered, her mailbox was full and the mailman left this letter in the crease of the mailbox and attached a note to her mailbox letting her know that it was full. Because of the way that the letter was left on the crease of the mailbox, Jane Doe2 is concerned that anyone getting mail from any of the other six units sharing that mailbox area could have easily seen her information.

**INDIANA (Indiana Doe)**

105. Plaintiff Indiana Doe's relatives work at the post office. Plaintiff Indiana Doe is concerned that his mail carrier and relatives saw the *Doe* Settlement Notice, and have learned

about his private medical information. Plaintiff Indiana Doe cried when he received the *Doe* Settlement Notice and tore it to pieces. Plaintiff Indiana Doe is prone to anxiety attacks, and has had several panic attacks related to the letter since it arrived.

**KANSAS (Kansas Doe)**

106. Plaintiff Kansas Doe lives in the rural small town where he grew up. He has carefully kept his HIV status private. He is on a first name basis with the postal workers in the town who also know his family and friends. Plaintiff Kansas Doe believes that the *Doe* settlement notice was seen by several people, and he no longer knows who is aware of his HIV status. The disclosure of his HIV status has caused him severe anxiety, embarrassment and humiliation.

**MAINE (Maine Doe)**

107. Plaintiff Maine Doe had not told his siblings, several of whom are quite religious, that he is gay. Plaintiff Maine Doe was out of town when the *Doe* Settlement Notice arrived. His sister picked up the mail and saw that Plaintiff Maine Doe took HIV medications through the transparent window. Plaintiff Maine Doe's sister panicked because she thought Plaintiff Maine Doe was seriously ill. Plaintiff Maine Doe was forced to share the fact that he is gay and takes PrEP with his siblings. Since this time his relationship with his siblings has become strained. Plaintiff Maine Doe lives in a small city where his name is well-known. He believes that the envelope may have been seen by others, as he has begun to overhear derogatory comments at his workplace.

**MARYLAND (Maryland Doe)**

108. Plaintiff Maryland Doe has only told one person he is living with HIV since he was diagnosed in 2004. Plaintiff Maryland Doe is very close with his roommate, but she did not know his HIV status. She learned Plaintiff Maryland Doe's status when the mail carrier handed her the *Doe* Settlement Notice letter, saying: "You may want to see this." Plaintiff Maryland Doe and his

roommate are now distant and Plaintiff Maryland Doe is considering moving out.

**MINNESOTA (Minnesota Doe)**

109. Plaintiff Minnesota Doe lives with his partner, who knows his HIV status. Plaintiff Minnesota Doe's partner saw the *Doe* Settlement Notice while Plaintiff Minnesota Doe's partner was sorting the mail. Plaintiff Minnesota Doe and his partner felt alarmed and upset that others may have learned about Plaintiff Minnesota Doe's HIV status.

**MISSISSIPPI (Mississippi Doe)**

110. Plaintiff Mississippi Doe was living with her daughter and her daughter's baby at the time the *Doe* Settlement Notice arrived. Plaintiff Mississippi Doe's daughter saw the *Doe* Settlement Notice and panicked, fearing Plaintiff Mississippi Doe had endangered her baby by hugging and kissing her. Plaintiff Mississippi Doe's daughter moved out of their shared residence, leaving Plaintiff Mississippi Doe unable to pay the rent without her daughter's help. Plaintiff Mississippi Doe was evicted, lived in her car for a period of time and is staying with her sister, sleeping on her sofa.

**MISSOURI (Missouri Doe)**

111. Plaintiff Missouri Doe lives in a small town. He has carefully kept his HIV status private. Plaintiff Missouri Doe receives his mail from a mail carrier who is an old friend from church, who did not know Plaintiff Missouri Doe's HIV status. Plaintiff Missouri Doe no longer knows who is aware of his HIV status. Plaintiff Missouri Doe has overheard someone in his town refer to him as "the faggot with AIDS" since he received his *Doe* Settlement Notice in the mail, and has noticed that some people in his town now keep their distance from him. Plaintiff Missouri Doe has increased his anti-anxiety medication due to panic attacks, and he avoids leaving the house and interacting with others in his town because he has fear and angst about the disclosure of his HIV status. He feels his only recourse is to relocate.

**NEVADA (Nevada Doe)**

112. Plaintiff Nevada Doe is living with HIV. Plaintiff Nevada Doe lives with his partner, his partner's sister and her daughter. Plaintiff's partner's sister's daughter retrieved the *Doe* Settlement Notice from the mail and everyone in Plaintiff's household saw the letter. While the individuals in his household were aware of his HIV status, Plaintiff Nevada Doe is angry about Aetna's careless disregard for his privacy.

**NEW HAMPSHIRE (NewHampshire Doe)**

113. Plaintiff NewHampshire Doe has been living with HIV since 2009 and has only disclosed his HIV status to a limited number of people. Plaintiff NewHampshire Doe had not told his roommate. Plaintiff NewHampshire Doe's roommate brought in the mail with the *Doe* Settlement Notice and handed it directly to Plaintiff NewHampshire Doe. Plaintiff NewHampshire Doe is convinced that this roommate now knows his HIV status.

**NEW JERSEY (NewJersey Doe)**

114. Plaintiff NewJersey Doe was in the hospital when the *Doe* Settlement Notice arrived. His two housemates saw the letter. In addition, Plaintiff NewJersey Doe's mail carrier is also his neighbor, and the mail carrier and Plaintiff NewJersey Doe had been friendly. Since the letter was delivered, Plaintiff NewJersey Doe's mail carrier no longer speaks to him.

**NEW MEXICO (NewMexico Doe)**

115. Plaintiff NewMexico Doe is a former law enforcement officer. His mother-in-law lives in a small house behind the house he shares with his husband, and they share a mailbox. Plaintiff NewMexico Doe received the *Doe* Settlement Notice, and was worried that his mother-in-law could have seen the letter.

**NEW YORK (NewYork Doe1, NewYork Doe2, NewYork Doe3, and NewYork Doe4)**

116. Plaintiffs NewYork Doe1 and NewYork Doe2 are married and both received the

letters while they were out of town for a month. They live in an apartment building with 64 apartments. When they returned to their home, Plaintiffs NewYork Doe's and Plaintiff NewYork Doe2's mail, including the *Doe* Settlement Notices, had been placed on the floor in front of their apartment door. Plaintiffs NewYork Doe1's and Plaintiff NewYork Doe2 are worried that others in the building, including, vendors, service staff, and visitors, saw the letters. Plaintiff NewYork Doe2 is also on the board of a state wide civil rights organization and is an ardent advocate of medical, social and sexual privacy. By receiving the Aetna letter, Plaintiff NewYork Doe2 feels compromised in his efforts.

117. Plaintiff NewYork Doe3 is living with HIV and had always kept his HIV status private. His landlord from whom he rents a room controls his mailbox and delivered his mail. After his landlord gave him the *Doe* Settlement Notice, she asked him if he had HIV. He felt compelled to disclose his HIV status to her. The dynamic in the household has changed and Plaintiff NewYork Doe3 thinks his neighbors now know his status.

118. Plaintiff NewYork Doe 4 takes PrEP. Plaintiff NewYork Doe 4 and his husband live with Plaintiff NewYork Doe 4's father and step-mother. Plaintiff NewYork Doe 4 and his husband were on vacation when the *Doe* Settlement Notice arrived. Plaintiff NewYork Doe 4's stepmother saw the envelope and told his father. Plaintiff NewYork Doe 4 and his father have since had several awkward conversations about why Plaintiff NewYork Doe 4 takes HIV medication. The letter has created turmoil and strained their relationship.

#### **NORTH CAROLINA (NorthCarolina Doe)**

119. Plaintiff NorthCarolina Doe lives in a small town where his family name is well known – his father was a doctor in town, and Plaintiff NorthCarolina Doe has worked as an educator. Plaintiff NorthCarolina Doe gets his mail at a P.O. Box. The mail is routed through another post office in a nearby town. Plaintiff NorthCarolina Doe is on a first name basis with

people who work at both post offices. Plaintiff NorthCarolina Doe believes that the *Doe* Settlement Notice was seen by several people, and he no longer knows who is aware of his HIV status. Plaintiff NorthCarolina Doe believes that gossip in his community about his HIV status is affecting his employment; his teaching post was not renewed, and though he has applied for open positions in his field, he has not been hired despite over twenty years of experience. He is now seeking employment in other towns twenty to forty miles away. He is very worried and angry that his HIV status has been exposed.

**OHIO (Ohio Doe)**

120. Plaintiff Ohio Doe takes PrEP and lives with a roommate who did not know that he takes PrEP. Plaintiff Ohio Doe's roommate saw the *Doe* settlement notice. Plaintiff Ohio Doe was forced to have a conversation with his roommate about the fact that he takes PrEP, which was embarrassing, intrusive, and unwanted.

**OKLAHOMA (Oklahoma Doe)**

121. Plaintiff Oklahoma Doe is a well-known public servant living in a small town in Oklahoma. He guards his privacy and drives 45 minutes outside his town to pick up his HIV medication. His mail is delivered to a P.O. Box. Plaintiff Oklahoma Doe found the *Doe* Settlement Notice attached to the outside of his P.O. Box. Plaintiff Oklahoma Doe believes that his HIV status was seen by several people, and he no longer knows who is aware of information he had previously kept private. He has noticed that people in his community who had previously been friendly are now cool and reserved.

**SOUTH CAROLINA (SouthCarolina Doe)**

122. Plaintiff SouthCarolina Doe is a medical student and a former Marine. The *Doe* Settlement Notice was sent to his parents' house. Plaintiff SouthCarolina Doe's parents were aware of his HIV status, but were unhappy about the notice because of concern about the impact it could

have on Plaintiff South Carolina Doe's medical career.

**TENNESSEE (Tennessee Doe)**

123. Plaintiff Tennessee Doe is living with HIV. Plaintiff Tennessee Doe and her husband, who takes PrEP, both received *Doe* Settlement Notices. Plaintiff Tennessee Doe was angry and shocked upon receiving the letters. She is worried that her longtime mail carrier saw the information and shared the information with others.

**TEXAS (Texas Doe)**

124. Plaintiff Texas Doe was out of town when the *Doe* Settlement Notice arrived. Plaintiff Texas Doe's house sitter saw the letter and showed it to his housekeeper. His housekeeper has since refused to return to Plaintiff Texas Doe's house because of what she saw through the window of the envelope. Plaintiff Texas Doe fired the house sitter, and is aware that the house sitter has told other people that Plaintiff Texas Doe has HIV.

**VIRGINIA (Virginia Doe)**

125. Plaintiff Virginia Doe has carefully kept his HIV status private for over 30 years. He received the *Doe* Settlement Notice in a mailbox shared with his immediate neighbors. Plaintiff Virginia Doe found it so hard to believe Aetna would send such a letter that he initially thought it could be fake. Plaintiff Virginia Doe is anxious that his socially conservative neighbors may have seen the letter and that his reputation in the community could be damaged. Plaintiff Virginia Doe has lost trust in his insurance carrier as a result of the breach.

**WASHINGTON (Washington Doe)**

126. Plaintiff Washington Doe lives in an apartment complex and his partner, who knows his HIV status, brought in the *Doe* Settlement Notice. Plaintiff Washington Doe has worked in the healthcare industry and is an ardent believer in privacy. When he saw the letter, he was furious.

### **DAMAGES**

127. Plaintiffs and all Class members have suffered and are entitled to damages for the lost benefit of their bargain with Aetna. Plaintiffs and Class members paid Aetna for health insurance. Part of the price for insurance was intended to fund adequate privacy practices. The lost benefit of the bargain is measured by the difference between the value of what Plaintiff and Class members should have received when they paid for their insurance, and the value of what they actually did receive: insurance without adequate privacy safeguards.

128. Plaintiffs and Class members suffered a loss of value of their confidential medical information each time it was disclosed to another third party without their permission.

129. Plaintiffs and Class members suffered a loss of value of their confidential medical information when it was disclosed through the envelope window.

130. Plaintiffs and Class members have suffered and will continue to suffer embarrassment, humiliation, frustration, anxiety, emotional distress, and fear, and are at increased risk for losing employment, housing, access to health care, and even violence or other trauma as a result of the disclosure of their use of HIV medications.

### **CLASS ACTION ALLEGATIONS**

131. Plaintiff brings this action individually and on behalf of the following Nationwide Class and the Statewide Classes defined below (together, the “Classes”):

***Nationwide Class.*** All persons whose Aetna *Doe* Settlement Notice was mailed to a United States address.

***Statewide Classes.*** All persons whose Aetna *Doe* Settlement Notice was mailed to a [name of State] address.

132. Statewide Classes are brought on behalf of Class Members in the following states: (1) Arizona; (2) California; (3) Colorado; (4) Connecticut; (5) Florida; (6) Georgia; (7) Illinois; (8) Indiana; (9) Kansas; (10) Maine; (11) Maryland; (12) Minnesota; (13) Mississippi; (14)

Missouri; (15) Nevada; (16) New Hampshire; (17) New Jersey; (18) New Mexico; (19) New York; (20) North Carolina; (21) Ohio; (22) Oklahoma; (23) Pennsylvania; (24) South Carolina; (25) Tennessee; (26) Texas; (27) Virginia; (28) Washington; and (29) Washington, D.C.

133. The members of the Classes are so numerous that the joinder of all members is impractical. While the exact number of Class members is unknown at this time, the Nationwide Class is estimated by Aetna to be approximately 11,800.

134. The Statewide Classes are sufficiently numerous.

135. The recipients of the *Doe* Settlement Notices are easily and quickly ascertained from Aetna's records. Aetna knew exactly what was sent and to whom it was sent. Thus, the proposed Classes are ascertainable.

136. There are questions of fact and law common to the Class as all members of the Classes were subject to the same conduct under the same factual circumstances. Common questions of law and fact include:

- a. whether Aetna disclosed Plaintiffs' and Class members confidential PHI as alleged herein;
- b. whether Aetna violated the HIV/AIDS confidentiality statutes set forth below;
- c. whether Aetna had a duty to use reasonable care to safeguard Plaintiffs' and Class members' PHI;
- d. whether Aetna breached their duty to use reasonable care to safeguard Plaintiffs' and Class members' PHI;
- e. whether Aetna breached their contractual promises to safeguard Plaintiffs' and Class members' PHI;

f. whether Defendants were negligent *per se* in not complying with federal and state privacy laws;

g. whether Defendants violated state unfair and deceptive practices acts; and

h. The proper measure of damages.

137. Plaintiffs' claims are typical of those of the members of the Classes because Plaintiffs suffered the same breach of privacy as that of Class members.

138. Plaintiffs will fairly and adequately protect the interests of the Classes because Plaintiffs and their experienced counsel are free of any conflicts of interest and are prepared to vigorously litigate this action on behalf of the Classes. Plaintiffs' lead counsel includes Berger & Montague, P.C., the AIDS Law Project of Pennsylvania, and the Legal Action Center. Berger & Montague, P.C. is a national plaintiffs' law firm headquartered in Philadelphia with additional offices in Minneapolis and Washington D.C. The Firm has played lead roles in major cases for over 47 years, resulting in recoveries of over \$30 billion for its clients. Both of the undersigned non-profit organizations have represented people living with HIV since the earliest days of the epidemic and are uniquely positioned to advocate on behalf of Plaintiffs and Class members.

139. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) because Aetna acted or refused to act on grounds that apply generally to the Classes, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Classes as a whole.

140. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Aetna's conduct described in this Amended Complaint stems from a common course of conduct. Members of the Classes do not have an interest in pursuing separate actions against Aetna, as the amount of each Class member's

individual claim is small compared to the expense and burden of individual prosecution. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Aetna's practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Class members' claims in a single forum.

**CLAIMS FOR RELIEF<sup>9</sup>**

**HIV/AIDS CONFIDENTIALITY STATUTES**

**COUNT ONE**

**PENNSYLVANIA AND NATIONWIDE CLASS**

**Pennsylvania Confidentiality of HIV-Related Information Act (Act 148)  
35 P.S. § 7601, *et seq.***

141. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

142. The information contained in the *Doe* Settlement Notices was Confidential HIV-Related Information as defined in 35 Pa. Stat. § 7603 because it concerned whether “an individual has been the subject of an HIV-related test, or has HIV, HIV-related illness or AIDS; or any information which identifies or reasonably could identify an individual as having one or more of these conditions.”

143. The HIV-related health information was obtained by Aetna from a person who provides one or more health or social services or pursuant to a release of confidential HIV-related information.

144. Act 148 prohibits any individual, including an insurer, to whom confidential HIV-related information has been disclosed, to disclose that information to another person without written consent or other statutorily enumerated authorization. 35 Pa. Stat. § 7607(b).

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<sup>9</sup> Unless otherwise noted, the state law statutory and common law causes of action are brought on behalf of the Named Plaintiff(s) that reside in those states and the statewide subclass.

145. Aetna violated Act 148 by disclosing Plaintiff's and Class Members' HIV-related information to the mailing vendor and its lawyers without authorization to do so.

146. Defendants also violated Act 148 by the subsequent unlawful disclosure of Plaintiff's and Class Members' HIV-Related Information and third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

147. Act 148 provides that, "any person aggrieved by a violation of this act shall have a cause of action against the person who committed such violation and may recover compensatory damages." 35 Pa. Stat. § 7610.

148. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and Class Members suffered harm.

149. Plaintiff and Class Members seek relief, including, but not limited to, injunctive relief and compensatory damages.

**COUNT TWO**  
**ARIZONA**

**Ariz. Rev. Stat. § 20-448.01, *et seq.***

150. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

151. The information contained in the *Doe* Settlement Notices was Confidential HIV-Related Information as defined in Ariz. Rev. Stat. § 20-448.01(A) because it concerned whether "a person has had an HIV-related test or has HIV infection, HIV-related illness or acquired immune deficiency syndrome and includes information which identifies or reasonably permits identification of that person or the person's contacts."

152. The HIV-related health information was obtained by Aetna from a person pursuant to a release of confidential HIV-related information.

153. Ariz. Rev. Stat. § 20-448.01(C) law prohibits any individual, including an insurer, to whom confidential HIV-related information has been disclosed, to disclose that information to another person without written consent or other statutorily enumerated authorization.

154. Aetna violated Ariz. Rev. Stat. § 20-448.01(C) by disclosing Plaintiff's and Arizona's Class Members' HIV-Related Information to its lawyers and mail vendor without authorization to do so.

155. Defendants also violated the act by the subsequent unlawful disclosure of Plaintiff's and Arizona Class Members' HIV-Related Information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

156. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and Arizona Class Members suffered harm.

157. Plaintiff and Arizona Class Members seek relief, including, but not limited to, actual damages, injunctive relief, attorneys' fees, and costs.

**COUNT THREE**  
**CALIFORNIA**  
**Cal. Health & Safety Code § 120980**

158. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

159. The information contained in the *Doe* Settlement Notices revealed the results of HIV tests as meant by Cal. Health and Safety Code § 120775.

160. Cal. Health and Safety Code § 120980 prohibits any individual from disclosing the results of an HIV test to any third party without written or statutory authorization.

161. Aetna violated Cal. Health and Safety Code § 120980 by disclosing the California Plaintiffs and California Class members to its lawyers and mail vendor without authorization to do

so.

162. Defendants unlawful disclosure was negligent and/or willful.

163. As a direct and proximate result of Defendants' unlawful acts, the California Plaintiffs and California Class Members suffered harm.

164. The California Plaintiffs and California Class Members seek relief pursuant to Cal. Health & Safety Code § 120980, including, but not limited to, civil penalties, actual damages, attorneys' fees, and costs.

**COUNT FOUR**  
**CONNECTICUT**

**Conn. Gen. Stat. Ann. § 19a-581, *et seq.***

165. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

166. The information contained in the *Doe* Settlement Notices was Confidential HIV-Related Information as defined in Conn. Gen. Stat. Ann. § 19a-581(8) because it concerned whether “whether a person has been counseled regarding HIV infection, has been the subject of an HIV-related test, or has HIV infection, HIV-related illness or AIDS, or information which identifies or reasonably could identify a person as having one or more of such conditions, including information pertaining to such individual’s partners.”

167. The HIV-related health information was obtained by Aetna from a person pursuant to a release of confidential HIV-related information.

168. Conn. Gen. Stat. Ann. §§ 19a-583, 19a-587 prohibits any individual, including an insurer, to whom confidential HIV-related information has been disclosed, to disclose that information to another person without written consent or other statutorily enumerated authorization.

169. Aetna violated Conn. Gen. Stat. Ann. § 19a-583 by disclosing Plaintiff’s and

Connecticut Class Members' HIV-Related Information to its lawyers and mail vendor without authorization to do so.

170. Defendants also violated the act by the subsequent unlawful disclosure of Plaintiff's and Connecticut Class Members' HIV-Related Information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

171. Connecticut's statute provides that any person "who willfully violates any provision of this chapter shall be liable in a private cause of action for injuries suffered as a result of such violation." Conn. Gen. Stat. Ann. § 19a-590 (West)

172. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and Connecticut Class Members suffered harm.

173. Plaintiff and Connecticut Class Members seek relief, including, but not limited to, compensatory damages and injunctive relief.

**COUNT FIVE**  
**ILLINOIS**  
**410 ILCS 305/1, *et seq.***

174. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

175. The information contained in the *Doe* Settlement Notices was "HIV-related Information" as defined in 410 ILCS 305/3 because it concerned whether "the identity of a person upon whom an HIV test is performed, the results of an HIV test, as well as diagnosis, treatment, and prescription information that reveals a patient is HIV-positive."

176. 410 ILCS 305/9 prohibits any individual, to whom confidential HIV-related information has been disclosed, to disclose that information to another person without written consent or other statutorily enumerated authorization.

177. Defendants negligently and/or recklessly disclosed Plaintiff's and Illinois Class Members HIV-related Information by sending such information in large-window envelopes where the information was exposed and readily viewable by others in violation of ILCS 305/9

178. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and Illinois Class Members suffered harm and were aggrieved.

179. Plaintiff and Illinois Class Members seek relief, including, but not limited to, actual and/or liquidated damages and injunctive relief. 410 ILCS 305/13.

**COUNT SIX**  
**MAINE**

**5 Me. Rev. Stat. Ann. § 19201 *et seq.***

180. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

181. The information contained in the *Doe* Settlement Notices was protected information because it concerned the results of an HIV test as defined in 5 Me. Rev. Stat. Ann. § 19201(4-A).

182. Maine law prohibits any individual from disclosing HIV testing information to another person without written consent or other statutorily enumerated authorization. 5 Me. Rev. Stat. Ann. § 19203.

183. Aetna violated 5 Me. Rev. Stat. Ann. § 19203 by disclosing Plaintiff's and Maine Class Members' HIV test to its lawyers and mail vendor without authorization to do so.

184. Defendants also violated the act by the subsequent unlawful disclosure of Plaintiff's and Maine Class Members' HIV test information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

185. Maine law provides that any person "any person violating this chapter is liable to the subject of the test for actual damages and costs plus a civil penalty of up to \$1,000 for a

negligent violation and up to \$5,000 for an intentional violation.” 5 Me. Rev. Stat. Ann. § 19206

186. As a direct and proximate result of Defendants’ unlawful acts, Plaintiff and Maine Class Members suffered harm.

187. Plaintiff and Maine Class Members seek relief, including, but not limited to, actual damages, civil penalties and injunctive relief.

**COUNT SEVEN**  
**MISSOURI**  
**Mo. Rev. Stat. § 191.650, *et seq.***

188. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

189. The information contained in the *Doe* Settlement Notices was protected information because it concerned an “individual’s HIV infection status or the results of any individual’s HIV testing.” Mo. Stat. Ann. § 191.656(1)(1).

190. Missouri law prohibits anyone from disclosing HIV testing information to another person without statutorily enumerated authorization. Mo. Stat. Ann. § 191.656.

191. Aetna violated Mo. Stat. Ann. § 191.656 by disclosing Plaintiff’s and Missouri Class Members’ HIV information to its lawyers and mail vendor without authorization to do so.

192. Defendants also violated the act by the subsequent unlawful disclosure of Plaintiff’s and Missouri Class Members’ HIV information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

193. Missouri law provides that any person “aggrieved by a violation of this section or regulations promulgated by the department of health and senior services may bring a civil action for damages.” Mo. Ann. Stat. § 191.656(6).

194. As a direct and proximate result of Defendants’ negligent, willful, reckless, and/or unlawful acts, Plaintiff and Missouri Class Members suffered harm.

195. Plaintiff and Missouri Class Members seek relief, including, but not limited to, actual damages, liquidated damages of \$1,000 or \$5,000, exemplary damages, injunctive relief, and attorneys' fees and costs.

**COUNT EIGHT**  
**NEW HAMPSHIRE**  
**NH Rev. Stat. Ann. §§ 141-F:1, *et seq.***

196. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

197. The information contained in the *Doe* Settlement Notices was protected information because it revealed "the identity of a person tested for the human immunodeficiency virus." NH Rev. Stat. Ann. §§ 141-F:8(I).

198. New Hampshire law prohibits disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. NH Rev. Stat. Ann. §§ 141-F:8.

199. Aetna violated NH Rev. Stat. Ann. §§ 141-F:8(II) by disclosing Plaintiff's HIV information to its lawyers and mail vendor without authorization to do so.

200. Defendants also violated New Hampshire law by the subsequent unlawful disclosure of Plaintiff's and New Hampshire Class Members' HIV test information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

201. New Hampshire provides for a civil remedy for unlawful disclosure of the identity of a person infected by the human immunodeficiency virus. NH Rev. Stat. Ann. § 141-F:10.

202. As a direct and proximate result of Defendants' purposeful of the law, Plaintiff and New Hampshire Class Members suffered harm.

203. Plaintiff and New Hampshire Class Members seek relief, including, but not limited to, actual damages, civil penalties up to \$5,000, injunctive relief, and attorneys' fees and costs.

**COUNT NINE**  
**NEW JERSEY**  
**AIDS Assistance Act**  
**N.J.S.A. § 26:5C-1, *et seq.***

204. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

205. The information contained in the *Doe* Settlement Notices was protected information because it contained "identifying information about a person who has or is suspected of having AIDS or HIV infection." N.J.S.A. § 26:5C-7.

206. New Jersey law prohibits disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. N.J.S.A. § 26:5C-8.

207. Aetna violated New Jersey law by disclosing Plaintiff's and New Jersey Class Members' HIV information to its lawyers and mail vendor without authorization to do so.

208. Defendants also violated the act by the subsequent unlawful disclosure of Plaintiff's and New Jersey Class Members' HIV information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

209. New Jersey law provides that [a] person who has or is suspected of having AIDS or HIV infection who is aggrieved as a result of a violation of this act may commence a civil action against the individual or institution who committed the violation to obtain appropriate relief, including actual damages, equitable relief and reasonable attorneys' fees and court costs." N.J.S.A. § 26:5C-14. The statute also provides for punitive damages for wantonly reckless conduct.

210. As a direct and proximate result of Defendants' negligence and/or wanton recklessness Plaintiff and New Jersey Class Members suffered harm.

211. Plaintiff and New Jersey Class Members seek relief, including, but not limited to, actual damages, punitive damages, injunctive relief, and attorneys' fees and costs.

**COUNT TEN**  
**NEW YORK**  
**N.Y. Public Health Law § 2780, *et seq.***

212. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

213. The information contained in the *Doe* Settlement Notices was protected information because it contained "whether an individual has been the subject of an HIV related test, or has HIV infection, HIV related illness or AIDS, or information which identifies or reasonably could identify an individual as having one or more of such conditions." N.Y. Pub. Health Law § 2780.

214. New York law prohibits covered persons from disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. N.Y. Pub. Health Law § 2782.

215. Aetna violated N.Y. Pub. Health Law § 2782 by disclosing Plaintiffs' and New York Class Members' confidential HIV information to its lawyers and mail vendor without authorization to do so and/or without ensuring that its lawyers and mail vendors had received education on HIV confidentiality.

216. Defendants also violated New York law by the subsequent unlawful disclosure of Plaintiffs' and New York Class Members' HIV test information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

217. As a direct and proximate result of Defendants' violation of the law, Plaintiffs and New York Class Members suffered harm.

218. Plaintiffs and New York Class Members seek relief, including, but not limited to, compensatory damages, punitive damages, and injunctive relief.

**COUNT ELEVEN**  
**OHIO**  
**Ohio Rev. Code Ann. § 3701.243, *et seq.***

219. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

220. The information contained in the *Doe* Settlement Notices was protected information because it contained “the identity on any individual on whom an HIV test is performed,” “the results of an HIV test in a form that identifies the individual tested,” and/or “the identity of any individual diagnosed as having AIDS or an AIDS-related condition.” Ohio Rev. Code Ann. § 3701.243(A)(1)-(3).

221. Ohio law prohibits disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. Ohio Rev. Code Ann. § 3701.243.

222. Aetna violated Ohio Rev. Code Ann. § 3701.243 by disclosing Plaintiff’s and Ohio Class Members’ HIV information to its lawyers and mail vendor without authorization to do so.

223. Defendants also violated Ohio law by the subsequent unlawful disclosure of Plaintiff’s and Ohio Class Members’ HIV test information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

224. Ohio law provides a private right of action of violation of Ohio’s law regarding HIV confidentiality. Ohio Rev. Code Ann. § 3701.244.

225. As a direct and proximate result of Defendants’ violation of the law, Plaintiff and Ohio Class Members suffered harm.

226. Plaintiff and Ohio Class Members seek relief, including, but not limited to, compensatory damages, injunctive relief, and attorneys' fees and costs.

**COUNT TWELVE**  
**OKLAHOMA**

**Okla. Stat. Ann. tit. 63, § 1-502.2, *et seq.***

227. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

228. The information contained in the *Doe* Settlement Notices was protected information because it contained "information regarding any communicable or noncommunicable disease which is required to be reported" under Oklahoma law. Okla. Stat. Ann. tit. 63, § 1-502.2(A).

229. Oklahoma law prohibits disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. Okla. Stat. Ann. tit. 63, § 1-502.2(A).

230. Aetna violated Okla. Stat. Ann. tit. 63, § 1-502.2(A) by disclosing Plaintiff's and Oklahoma Subclass Members' HIV information to its lawyers and mail vendor without authorization to do so.

231. Defendants also violated Oklahoma law by the subsequent unlawful disclosure of Plaintiff's and Oklahoma Class Members' HIV test information to third parties by sending such information in large-window envelopes where the information was exposed and readily viewable by others.

232. Oklahoma law provides that "[a]ny person who negligently, knowingly or intentionally discloses or fails to protect medical or epidemiological information classified as confidential pursuant to this section shall be civilly liable to the person who is the subject of the disclosure for court costs, attorneys' fees, exemplary damages and all actual damages, including

damages for economic, bodily or psychological harm which is proximately caused by the disclosure. Okla. Stat. Ann. tit. 63, § 1-502.2(H).

233. As a direct and proximate result of Defendants' violation of the law, Plaintiff and Oklahoma Class Members suffered harm.

234. Plaintiff and Oklahoma Class Members seek relief, including, but not limited to, actual damages, exemplary damages injunctive relief, and attorneys' fees and costs.

**COUNT THIRTEEN**  
**TEXAS**

**Tex. Health & Safety Code Ann. §§ 81.101, *et seq.***

235. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

236. The information contained in the *Doe* Settlement Notices was protected information because it contained "any statement that indicates that an identifiable individual has or has not been tested for AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS, including a statement or assertion that the individual is positive, negative, at risk, or has or does not have a certain level of antigen or antibody." Tex. Health & Safety Code Ann. § 81.101 (West).

237. Texas law prohibits disclosing any record mentioned above to another person without written consent or without statutorily enumerated authorization. Tex. Health & Safety Code Ann. § 81.103.

238. Aetna violated Tex. Health & Safety Code Ann. § 81.103 by disclosing Plaintiff's and Texas Class Members' HIV information to its lawyers and mail vendor without authorization to do so.

239. Defendants also violated Texas law by the subsequent unlawful disclosure of Plaintiff's and Texas Class Members' HIV test information to third parties by sending such

information in large-window envelopes where the information was exposed and readily viewable by others.

240. Texas law provides for a civil remedy for unlawful disclosure of a “Test Result” as defined by Texas law. Tex. Health & Safety Code Ann. § 81.104.

241. As a direct and proximate result of Defendants’ negligent and/or willful violation of the law, Plaintiff and Texas Class Members suffered harm.

242. Plaintiff and Texas Class Members seek relief, including, but not limited to, actual damages, civil penalties up to \$10,000, injunctive relief, and attorneys’ fees and costs.

#### **COUNT FOURTEEN**

##### **Negligence**

##### **On Behalf of Plaintiffs and the Nationwide Class and the Statewide Classes**

243. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

244. Defendants owed duties of care to protect the disclosure of Plaintiffs’ and Class Members’ private medical information. Plaintiffs and Class Members entrusted their private medical information to Defendants.

245. Defendants knew or should have known of the risks inherent in disseminating highly personal and confidential, HIV-related medical information of Plaintiffs and Class Members in a large-window envelope.

246. Defendants owed duties of care to Plaintiffs and Class Members because Plaintiffs and Class Members were foreseeable and probable victims of using a large-window envelope and negligent mailing practices to send confidential medical information.

247. Defendants acted with wanton and reckless disregard for the security and confidentiality of Plaintiff’s and Class Members’ private medical information by providing this information to their mail vendor and their lawyers, and by failing to properly supervise the manner

in which the vendor and lawyers disseminated the information.

248. By allowing the *Doe* Settlement Notices to be sent in a large-window envelope in the fashion that they did, Defendants breached their duties to Plaintiffs and Class Members by failing to exercise reasonable care in protecting Plaintiffs' and the Class Members' medical information.

249. As a direct result of Defendants' negligence and/or negligent supervision, Plaintiffs and Class Members have suffered or will suffer damages, including embarrassment, humiliation, frustration, anxiety, emotional distress, and fear, and are at increased risk for losing employment, housing, access to health care, and even violence or other trauma.

### **COUNT FIFTEEN**

#### **Negligence *Per Se***

#### **On Behalf of Plaintiffs and the Nationwide Class and the Statewide Classes**

250. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

251. Pursuant to HIPAA (42 U.S.C. § 1320d, *et seq.*) and the laws of various states, Defendants had a duty to implement reasonable safeguards to protect Plaintiff's and Class Members' medical information.

252. Pursuant to state laws listed below, Defendants had a duty to Plaintiffs and Class Members' residing in those states to not disclose and to safeguard Plaintiffs' and Class Members' confidential HIV-related medical information:

Arizona	Ariz. Rev Stat. § 20-448.01, <i>et seq.</i>
California	Cal. Health & Safety Code § 120980, <i>et seq.</i>
Colorado	Colo. Rev. Stat. Ann. § 25-4-1404, <i>et seq.</i>
Connecticut	Conn. Gen Stat. § 19a-583, <i>et seq.</i>
Florida	Fla. Stat. Ann. § 381.004, <i>et seq.</i>
Georgia	Ga. Code Ann. § 24-12-21, <i>et seq.</i>
Maine	Me. Rev. Stat. tit. 5 § 19201, <i>et seq.</i>
Mississippi	Miss. Code Ann. § 41-34-7
Missouri	Mo. Rev. Stat. § 191.650

Nevada	Nev. Rev. Stat. § 441 A.335
New Jersey	N.J. Stat. Ann. § 26:5C-7
New Mexico	N.M. Stat. Ann § 24-2B-6
North Carolina	N.C. Gen. Stat. § 130A-143
New York	N.Y. Pub. Health Law § 2782
Ohio	Ohio Rev. Code § 3701.243
Oklahoma	Okla. Stat. 63, §1-502.2
Pennsylvania	35 P.S. § 7601
South Carolina	S.C. Code § 44-29-135
Tennessee	Tenn. Code Ann. § 68-10-113
Texas	Tex. Health and Safety Code Ann. § 81.103

253. Defendants breached their duties to Plaintiffs and Class Members under the aforementioned statutes by disclosing their information to a third party vendor and by allowing the *Doe* Settlement Notices to be sent in an unreasonable manner.

254. Defendants' failure to comply with applicable laws and regulations constitutes negligence *per se*.

255. But for Defendants' negligent breach of their duties and/or negligent supervision, Plaintiffs and the Class Members would not have been injured.

256. The injury and harm suffered by Plaintiffs and the Class Members was the reasonably foreseeable result of Defendants' breach of their duties. Defendants knew or should have known that they were failing to meet their duties, and that Defendants' breach would cause Plaintiffs and Class Members to experience the foreseeable harms associated with the exposure of their confidential medical information.

257. As a direct and proximate result of Defendants' negligent conduct and/or negligent supervision, Plaintiffs and Class Members have been injured and are entitled to damages.

**COUNT SIXTEEN**  
**Breach of Contract**

**On Behalf of Plaintiffs and the Nationwide Class and the Statewide Classes**

258. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

259. Plaintiffs and Class Members who purchased individual insurance policies or who enrolled pursuant to the terms of a group contract with Aetna entered into binding and enforceable contracts with Aetna, supported by consideration including the payment of premiums, contributions and/or fees by Plaintiffs and the Class Members.

260. These contracts incorporated Aetna's privacy policies wherein Aetna promised to protect the privacy of Plaintiffs' and Class Members' personal information in accordance with federal and state privacy laws, as well as their own privacy policies.

261. Specifically, in a document provided to Plaintiff Beckett, and on information and belief, other Plaintiffs and Class Members, in connection with their Aetna health insurance coverage, Aetna stated:

Aetna considers non public personal member information confidential and has policies and procedures in place to protect the information against unlawful use and disclosure. When necessary for your care or treatment, the operation of your health Plan, or other related activities, Aetna uses personal information internally, shares it with our affiliates, and discloses it to health care providers (doctors, dentists, pharmacies, hospitals, and other caregivers), vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Participating Network/Preferred Care Providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

***By enrolling in the Plan, you permit Aetna to use and disclose this information as described above on behalf of yourself and your Covered Dependents.***

262. The Aetna policies and procedures referenced in Aetna's plan documents state that Aetna complies "with all state and federal law pertaining to the security and confidentiality of personal information."

263. It was a violation of federal, state, and Aetna's privacy policies to disclose Plaintiffs' and Class Members' highly confidential HIV medication information in the manner described above.

264. As a result of Aetna's breach of contract, Plaintiffs and Class Members did not

receive the full benefit of the bargain and instead received health insurance and/or health care services that were less valuable than described in their contracts.

265. Plaintiffs and Class Members have been injured as a result of Defendants' breach of contract and are entitled to damages.

**COUNT SEVENTEEN**

**Invasion of Privacy**

**On Behalf of Plaintiffs and the Nationwide Class and the Statewide Classes**

266. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

267. Defendants published private facts about Plaintiffs and Class Members by disclosing and exposing that Plaintiffs and Class Members were prescribed HIV medication through the use of the large-window envelope and other negligent mailing practices.

268. The disclosure of the kinds of medications a person is taking, especially HIV medications, would be offensive to a reasonable person of ordinary sensibilities.

269. The fact that Class Members are taking HIV medications is not a matter of legitimate public concern.

270. As a direct and proximate result of Defendants' conduct, Plaintiffs and Class Members have been injured and are entitled to damages.

**UNFAIR AND DEECPTIVE TRADE PRACTICES STATUTES**

**On Behalf of Plaintiffs and the Statewide Classes Against Aetna**

**COUNT EIGHTEEN**

**PENNSYLVANIA**

**Pennsylvania Unfair Trade Practices and Consumer Protection Law**

**73 Pa. Stat. Ann. §§ 201-1, *et seq.***

271. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

272. Plaintiff and Pennsylvania Class Members purchased insurance and health benefits

services from Aetna in trade and commerce for personal, family, and/or household purposes.

273. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Pennsylvania Class Members, including by representing that Aetna would adequately protect Plaintiff and Pennsylvania Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

274. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Pennsylvania's Class Members' medical information. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Pennsylvania Class.

275. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Pennsylvania Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

276. Plaintiff and Pennsylvania Class Members seek relief under 73 Pa. Stat. § 201-9.2, including, but not limited to, injunctive relief, actual damages or \$100 per Class Member, whichever is greater, treble damages, and attorneys' fees and costs.

**COUNT NINETEEN**  
**ARIZONA**  
**Arizona Consumer Fraud Act**  
**Ariz. Rev. Stat. § 44-1521, *et seq.***

277. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

278. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect

to the sale and advertisement of the services purchased by Plaintiff and Arizona Class Members, in violation of Arizona law, including by representing that Aetna would adequately protect Plaintiff's and Arizona Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

279. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

280. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Arizona Class Members' medical information.

281. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Arizona Class.

282. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Arizona Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

283. Plaintiff and Arizona Class Members seek relief including, but not limited to injunctive relief, actual damages, punitive damages, and attorneys' fees and costs.

**COUNT TWENTY**  
**CALIFORNIA**  
**California Unfair Competition Law**  
**Cal. Bus. Prof. Code § 17200, *et seq.***

284. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

285. Aetna engaged in unlawful, unfair or fraudulent, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiffs and California

Class Members, in violation of Cal. Business and Professions Code § 17200, *et seq.*, including by representing that Aetna would adequately protect Plaintiffs' and California Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

286. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

287. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiffs' and the California Class Members' medical information.

288. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiffs and the California Class.

289. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiffs and California Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

290. Plaintiffs and California Class Members seek relief under Cal. Bus. & Prof. Code § 17200 including, but not limited to injunctive relief, restitution, and attorneys' fees and costs.

**COUNT TWENTY-ONE**  
**COLORADO**  
**Colorado Consumer Protection Act**  
**Colo. Rev. Stat. § 6-1-101, *et seq.***

291. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

292. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Colorado Class Members,

in violation of Colo. Rev. Stat. § 6-1-105, including by representing that Aetna would adequately protect Plaintiff's and Colorado Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

293. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

294. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Colorado Class Members' medical information.

295. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Colorado Class.

296. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Colorado Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

297. Plaintiff and Colorado Class Members seek relief under Colo. Rev. Stat. § 6-1-101 including, but not limited to injunctive relief, compensatory damages, restitution, statutory damages, penalties, and attorneys' fees and costs.

**COUNT TWENTY-TWO**  
**CONNECTICUT**  
**Connecticut Unfair Trade Practices Act**  
**Conn. Gen. Stat. § 42-110a, *et seq.***

298. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

299. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Connecticut Class

Members, in violation of Conn. Gen. Stat. § 42-110b, including by representing that Aetna would adequately protect Plaintiff's and Connecticut Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

300. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

301. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Connecticut Class Members' medical information.

302. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Connecticut Class.

303. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Connecticut Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

304. Plaintiff and Connecticut Class Members seek relief under Conn Gen. Stat. § 42-110a including, but not limited to injunctive relief, damages, restitution, statutory damages, penalties, and attorneys' fees and costs.

**COUNT TWENTY-THREE**  
**DISTRICT OF COLUMBIA**  
**D.C. Consumer Protection Procedures Act**  
**D.C. Code § 28-3904, *et seq.***

305. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

306. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and D.C. Class Members, in

violation of D.C. Code § 28-3904, including by representing that Aetna would adequately protect Plaintiff's and D.C. Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

307. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

308. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the D.C. Class Members' medical information.

309. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the D.C. Class.

310. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and D.C. Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

311. Plaintiff and D.C. Class Members seek relief under D.C Code § 28-3905(k) including, but not limited to injunctive relief, damages, restitution, punitive damages, treble damages or \$1500 per violation, and attorneys' fees and costs.

**COUNT TWENTY-FOUR**  
**ILLINOIS**  
**Illinois Consumer Fraud Act**  
**815 ILCS 505/1, *et seq.***

312. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

313. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Illinois Class Members, in

violation of 815 ILCS § 505/2, including by representing that Aetna would adequately protect Plaintiff's and Illinois Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

314. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

315. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Illinois Class Members' medical information.

316. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Illinois Class.

317. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Illinois Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

318. Plaintiff and Illinois Class Members seek relief under 815 ILCS § 505/10a, including, but not limited to injunctive relief, damages, restitution, punitive damages and attorneys' fees and costs.

**COUNT TWENTY-FIVE**  
**Illinois Uniform Deceptive Trade Practices Act**  
**815 ILCS § 510/2(a), *et seq.***

319. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

320. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Illinois Class Members, in

violation of 815 Ill. Comp. Stat. 510/2(a)(5), (7), including by representing that Aetna would adequately protect Plaintiff's and Illinois Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

321. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Illinois Class Members' medical information.

322. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Illinois Class.

323. Plaintiff and Illinois Class Members seek relief under 815 ILCS § 510, including, but not limited to injunctive relief and attorneys' fees and costs.

**COUNT TWENTY-SIX**

**MAINE**

**Maine Uniform Deceptive Trade Practices Act  
10 Me. Rev. Stat. § 1212, *et seq.***

324. Plaintiffs re-allege and incorporates by reference the allegations in the preceding paragraphs.

325. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff, in violation of 5 Me. Rev. Stat. § 1212(E), (G), including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

326. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard

Plaintiff's and the Maine Class Members' medical information.

327. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and Maine Class Members.

328. Plaintiff seeks relief under 5 Me. Rev. Stat. § 1213, including, but not limited to injunctive relief and attorneys' fees and costs.

**COUNT TWENTY-SEVEN**  
**MARYLAND**  
**Maryland Consumer Protection Act**  
**Md. Code. Ann., Com. Law § 13-301, *et seq.***

329. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

330. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Maryland Class Members, in violation of Md. Code. Ann., Com. Law § 13-301, including by representing that Aetna would adequately protect Plaintiff's and Maryland Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

331. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

332. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Maryland Class Members' medical information.

333. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Maryland Class.

334. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Maryland Class Members suffered an ascertainable loss of money or property, real or personal,

as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

335. Plaintiff and Maryland Class Members seek relief under Md. Code. Ann., Com. Law § 13-408, including, but not limited to injunctive relief, damages, and attorneys' fees and costs.

**COUNT TWENTY-EIGHT**  
**MINNESOTA**  
**Minnesota Consumer Fraud Act**  
**Minn. Stat. § 325F.68, *et seq.* and Minn. Stat. § 8.31, *et seq.***

336. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

337. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff in violation of Minn. Stat. § 325F.69, including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

338. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

339. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's medical information.

340. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

341. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff suffered an ascertainable loss of money or property, real or personal, as described above, including

the loss of their legally protected interest in the confidentiality and privacy of their personal information.

342. Plaintiff seeks relief under Minn. Stat. § 8.31, including, but not limited to injunctive relief, damages, and attorneys' fees and costs.

**COUNT TWENTY-NINE**  
**Minnesota Uniform Deceptive Trade Practices Act**  
**Minn. Stat. § 325D.43, *et seq.***

343. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

344. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff, in violation of Minn. Stat. § 325F.44(5), (7), (9), and (13), including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

345. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

346. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's medical information.

347. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

348. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff suffered an ascertainable loss of money or property, real or personal, as described above, including

the loss of their legally protected interest in the confidentiality and privacy of their personal information.

349. Plaintiff seeks relief under Minn. Stat. §§ 325D.45 and 8.31, including, but not limited to injunctive relief, damages, and attorneys' fees and costs.

**COUNT THIRTY**  
**MISSOURI**  
**Missouri Merchandising Practices Act**  
**Mo. Stat. § 407.010, *et seq.***

350. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs.

351. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Missouri Class Members, in violation of Mo. Stat. § 407.020(1), including by representing that Aetna would adequately protect Plaintiff's and Missouri Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

352. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

353. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Missouri Class Members' medical information.

354. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Missouri Class.

355. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Missouri Class Members suffered an ascertainable loss of money or property, real or personal,

as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

356. Plaintiff and Missouri Class Members seek relief under Mo. Stat. § 407.025, including, but not limited to injunctive relief, actual damages, punitive damages, and attorneys' fees and costs.

**COUNT THIRTY-ONE**  
**NEVADA**  
**Nevada Deceptive Trade Practices Act**  
**Nev. Rev. Stat. § 598.0915, *et seq.***

357. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

358. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Nevada Class Members, in violation of Nev. Rev. Stat. § 598.0915, including by representing that Aetna would adequately protect Plaintiff's and Nevada Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

359. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

360. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Nevada Class Members' medical information.

361. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Nevada Class.

362. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Nevada Class Members suffered an ascertainable loss of money or property, real or personal,

as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

363. Plaintiff and Nevada Class Members seek relief under Nev. Rev. Stat. § 41.600, including, but not limited to injunctive relief, actual damages, treble damages, and attorneys' fees and costs.

**COUNT THIRTY-TWO**  
**NEW HAMPSHIRE**  
**New Hampshire Consumer Fraud Act**  
**N.H. Rev. Stat. § 358-A:1, *et seq.***

364. Plaintiffs re-allege and incorporates by reference the allegations in the preceding paragraphs.

365. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff, in violation of N.H. Rev. Stat. § 358-A:2, including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

366. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

367. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's medical information.

368. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

369. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff suffered an ascertainable loss of money or property, real or personal, as described above, including

the loss of their legally protected interest in the confidentiality and privacy of their personal information.

370. Plaintiff seeks relief under N.H. Rev. Stat.. § 358-A:10, including, but not limited to injunctive relief, actual damages or \$1,000, treble damages, and attorneys' fees and costs.

**COUNT THIRTY-THREE**  
**NEW JERSEY**  
**New Jersey Consumer Fraud Act**  
**N.J.S.A. § 56:8-1, *et seq.***

371. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

372. Aetna sells "merchandise," as meant by N.J.S.A. § 56:8-1, by offering health insurance and health benefits services to the public.

373. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and New Jersey Class Members, in violation of N.J.S.A. § 56:8-2, including by representing that Aetna would adequately protect Plaintiff's and New Jersey Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

374. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

375. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the New Jersey Class Members' medical information.

376. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the New Jersey Class.

377. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and New Jersey Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

378. Plaintiff and New Jersey Class Members seek relief under N.J.S.A. § 56:8-10, including, but not limited to injunctive relief, actual damages, treble damages, and attorneys' fees and costs.

**COUNT THIRTY-FOUR**  
**NEW MEXICO**  
**New Mexico Unfair and Deceptive Trade Practices Act**  
**N.M. Stat. Ann. § 57-12-1, *et seq.***

379. Plaintiffs re-allege and incorporates by reference the allegations in the preceding paragraphs.

380. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and New Mexico Class Members, in violation of N.M. Stat. Ann. § 57-12-3, including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

381. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

382. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's medical information.

383. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

384. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

385. Plaintiff seeks relief under N.M. Stat. Ann. § 57-12-10, including, but not limited to injunctive relief, actual damages, treble damages, statutory damages or \$300, and attorneys' fees and costs.

**COUNT THIRTY-FIVE**  
**NEW YORK**  
**New York Gen. Bus. Law § 349, *et seq.***

386. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

387. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiffs and New York Class Members, in violation of N.Y. Gen. Bus. Law § 349(a), including by representing that Aetna would adequately protect Plaintiffs' and New York Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

388. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

389. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiffs' and the New York Class Members' medical information.

390. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiffs and the New York Class.

391. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiffs' and New York Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

392. Plaintiffs and New York Class Members seek relief under N.Y. Gen. Bus. Law § 349(h), including, but not limited to injunctive relief, actual damages, treble damages, statutory damages, and attorneys' fees and costs.

**COUNT THIRTY-SIX**  
**NORTH CAROLINA**  
**North Carolina Unfair Trade Practices Act**  
**N.C. Gen. Stat. An. § 75-1.1, *et seq.***

393. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

394. Aetna's sale, advertising, and marketing of insurance and health benefited affected commerce, as meant by N.C. Gen. Stat. Ann. § 75-1.1.

395. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Tennessee Class Members, in violation of N.C. Gen. Stat. Ann. § 75-1.1, including by representing that Aetna would adequately protect Plaintiff's and North Carolina Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

396. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

397. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the New York Class Members' medical information.

398. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the North Carolina Class.

399. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and North Carolina Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

400. Plaintiff and North Carolina Class Members seek relief under N.C. Gen. Stat. Ann. §§ 75-16 and 75-16.1, including, but not limited to injunctive relief, actual damages, treble damages, and attorneys' fees and costs.

**COUNT THIRTY-SEVEN**  
**OKLAHOMA**  
**Oklahoma Consumer Protection Act**  
**15 Okla. Stat. Ann. § 751, *et seq.***

401. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

402. In purchasing insurance and health benefits, Oklahoma Class Members purchased "merchandise" in "consumer transactions" as defined in 15 Okla. Stat. Ann. § 751.

403. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Oklahoma Class Members, in violation of 15 Okla. Stat. Ann. § 753, including by representing that Aetna would adequately protect Plaintiff's and Oklahoma Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

404. The above unfair and deceptive practices and acts by Aetna were immoral, unethical, oppressive, and unscrupulous.

405. Aetna knew or should have known that sending the *Doe* Settlement Notices in

large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Oklahoma Class Members' medical information.

406. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Oklahoma Class.

407. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Oklahoma Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

408. Plaintiff and Oklahoma Class Members seek relief under 15 Okla. Stat. Ann. § 761.1, including, but not limited to injunctive relief, actual damages, and attorneys' fees and costs.

**COUNT THIRTY-EIGHT**  
**TENNESSEE**  
**Tenn. Code Ann. § 47-18-1010, *et seq.***

409. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

410. Aetna advertised and sold "goods" or "services" in "trade" and "commerce," as meant by Tenn. Code Ann. § 47-18-103, in the form of insurance and health benefits services from Defendants.

411. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Tennessee Class Members, in violation of Tenn. Code § 47-18-104, including by representing that Aetna would adequately protect Plaintiff's and Tennessee Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

412. The above unfair and deceptive practices and acts by Aetna were immoral,

unethical, oppressive, and unscrupulous.

413. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Tennessee Class Members' medical information.

414. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Tennessee Class.

415. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Tennessee Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

416. Plaintiff and Tennessee Class Members seek relief under Tenn. Code Ann. § 17.50, including, but not limited to injunctive relief, economic damages, damages for mental anguish, treble damages, injunctive relief, restitution, and attorneys' fees and costs.

**COUNT THIRTY-NINE**  
**WASHINGTON**  
**Washington Consumer Protection Act**  
**RCW § 19.86.020, *et seq.***

417. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

418. Plaintiff and Washington Class Members purchased insurance and health benefits services from Aetna in trade and commerce for personal, family, and/or household purposes.

419. Aetna engaged in unlawful, unfair, and deceptive acts and practices, with respect to the sale and advertisement of the services purchased by Plaintiff and Washington Class Members, including by representing that Aetna would adequately protect Plaintiff's and Washington Class Members' highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries

outweigh any benefits to consumers or to competition.

420. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Washington's Class Members' medical information. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff and the Washington Class.

421. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and Washington Class Members suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

422. Plaintiff and Washington Class Members seek relief under RCW § 19.86.090, including, but not limited to injunctive relief, actual damages, treble damages, and attorneys' fees and costs.

#### **State Insurance Information Privacy Statutes**

#### **COUNT FORTY**

#### **ARIZONA**

#### **Arizona Insurance Information and Privacy Protection Act**

#### **Ariz. Rev. Stat. § 20-2101, *et seq.***

423. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

424. Plaintiff's and Arizona Class Members' HIV-medication information was "personal information" as defined under Ariz. Rev. Stat. § 20-2102(19) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

425. Aetna disclosed without authorization or legal basis personal information regarding

Plaintiff and Arizona Class Members that was collected or received in connection with an insurance transaction, in violation of Ariz. Rev. Stat. § 20-2113.

426. Plaintiff and Arizona Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

427. Plaintiff and Arizona Class Members seek relief under Ariz. Rev. Stat. § 20-2118, including but not limited to, actual damages, nominal damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-ONE**  
**CONNECTICUT**

**Connecticut Insurance Information and Privacy Protection Act**  
**Conn. Gen. Stat. § 38a-975, *et seq.***

428. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

429. Plaintiff's and Connecticut Class Members' HIV-medication information was "personal information" as defined under Conn. Gen. Stat. § 38a-976(20) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

430. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and Connecticut Class Members that was collected or received in connection with an insurance transaction, in violation of Conn. Gen. Stat. § 38a-988.

431. Aetna failed to create and implement the standards and procedures for the management, transfer and security of personal information, including medical record information, required by Conn. Gen. Stat. § 38a-999, including standards and procedures to guard against the unauthorized disclosure of personal information.

432. Plaintiff and Connecticut Class Members have been harmed by Aetna's willful and

unauthorized disclosure of their personal information.

433. Plaintiff and Connecticut Class Members seek relief under Conn. Gen. Stat. § 38a-995, including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-TWO**

**GEORGIA**

**Georgia Insurance Information and Privacy Protection Act**

**Ga. Code § 33-39-1, *et seq.***

434. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

435. Plaintiff's and Georgia Class Members' HIV-medication information was "personal information" as defined under Ga. Code § 33-39-3(20) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

436. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and Georgia Class Members that was collected or received in connection with an insurance transaction, in violation of Ga. Code § 33-39-14.

437. Plaintiff and Georgia Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

438. Plaintiff and Georgia Class Members seek relief under Ga. Code § 33-39-21(b), including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-THREE**

**ILLINOIS**

**Illinois Insurance Information and Privacy Protection Act**

**215 ILCS § 5/1001, *et seq.***

439. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

440. Plaintiff's and Illinois Class Members' HIV-medication information was "personal information" as defined under 215 ILCS § 5/1003(T) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

441. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and Illinois Class Members that was collected or received in connection with an insurance transaction, in violation of 215 ILCS § 5/1014.

442. Plaintiff and Illinois Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

443. Plaintiff and Illinois Class Members seek relief under 215 ILCS § 5/1021 including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-FOUR**  
**MAINE**

**Maine Insurance Information and Privacy Protection Act**  
**24 Me. Rev. Stat. Ann. § 2201, *et seq.***

444. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

445. Plaintiff's HIV-medication information was "personal information" as defined under 24 Me. Rev. Stat. Ann. § 2204(20) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

446. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff that was collected or received in connection with an insurance transaction, in violation of 24 Me. Rev. Stat. Ann. § 2215.

447. Plaintiff has been harmed by Aetna's willful and unauthorized disclosure of their personal information.

448. Plaintiff seeks relief under 24 Me. Rev. Stat. Ann. § 2217(2), including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-FIVE**  
**MINNESOTA**  
**Minnesota Insurance Fair Information Reporting Act**  
**Minn. Stat. § 72A.49, *et seq.***

449. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

450. Plaintiff's HIV-medication information was "personal information" as defined under Minn. Stat. § 72A.491 subd. 17 because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

451. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff that was collected or received in connection with an insurance transaction, in violation of Minn. Stat. § 72A.502.

452. Plaintiff has been harmed by Aetna's willful and unauthorized disclosure of their personal information.

453. Plaintiff seeks relief under Minn. Stat. § 72A.503 and Minn. Stat. § 13.08, including but not limited to, actual damages, exemplary damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-SIX**  
**NEW JERSEY**  
**New Jersey Insurance Information and Privacy Protection Act**  
**N.J.S.A. § 17:23A-1, *et seq.***

454. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

455. Plaintiff brings this claim against the Aetna entities operating in New Jersey on behalf of the New Jersey Class.

456. Plaintiff's and New Jersey Class Members' HIV-medication information was "personal information" as defined under N.J.S.A. § 17:23A-2(t) because it was "individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics."

457. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and New Jersey Class Members that was collected or received in connection with an insurance transaction, in violation of N.J.S.A. § 17:23A-13.

458. Plaintiff and New Jersey Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

459. Plaintiff and New Jersey Class Members seek relief under N.J.S.A. § 17:23A-20(b), including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-SEVEN**

**NORTH CAROLINA**

**North Carolina Consumer and Customer Information Privacy Act**

**N.C. Gen. Stat. § 58-39-1, *et seq.***

460. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

461. Plaintiff's and North Carolina Class Members' HIV-medication information was "personal information" as defined under N.C. Gen. Stat. § 58-39-15(19) because it was "individually identifiable information gathered in connection with an insurance transaction from

which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics.”

462. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and North Carolina Class Members that was collected or received in connection with an insurance transaction, in violation of N.C. Gen. Stat. § 58-39-75.

463. Plaintiff and North Carolina Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

464. Plaintiff and North Carolina Class Members seek relief under N.C. Gen. Stat. § 58-39-105, including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**COUNT FORTY-EIGHT**

**OHIO**

**Ohio Insurance Information and Privacy Protection Act  
Ohio Rev. Code § 3904.01, *et seq.***

465. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

466. Plaintiff's and Ohio Class Members' HIV-medication information was “personal information” as defined under Ohio Rev. Code. § 3904.01(R) because it was “individually identifiable information gathered in connection with an insurance transaction from which judgments can be made about an individual's character, habits, avocations, finances, occupation, general reputation, credit, health or any other personal characteristics.”

467. Aetna disclosed without authorization or legal basis personal information regarding Plaintiff and Ohio Class Members that was collected or received in connection with an insurance transaction, in violation of Ohio Rev. Code. § 3904.13.

468. Plaintiff and Ohio Class Members have been harmed by Aetna's willful and unauthorized disclosure of their personal information.

469. Plaintiff and Ohio Class Members seek relief under Ohio Rev. Code § 3904.21, including but not limited to, actual damages, injunctive relief, and attorney's fees and costs.

**State Insurance Unfair Practices Statutes**

**COUNT FORTY-NINE**

**ARIZONA**

**Ariz. Rev. Stat. § 20-442, *et seq.***

470. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs.

471. Aetna engaged in unlawful, unfair, and deceptive acts and practices in the business of insurance in violation of Ariz. Rev. Stat. § 20-442, 443, and 444, including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

472. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's and the Arizona Class' medical information.

473. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

474. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff and the Arizona Class suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

475. Plaintiff and the Arizona Class seek relief, including, but not limited to actual damages, nominal damages, injunctive relief, and attorneys' fees and costs.

**COUNT FIFTY**  
**NEW MEXICO**

**N.M. Stat. Ann. § 59A-16-1, *et seq.***

476. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs.

477. Aetna engaged in unlawful, unfair, and deceptive acts and practices in the business of insurance in violation of N.M. Stat. Ann. § 59A-16-4 and N.M. Stat. Ann § 59A-16-5, including by representing that Aetna would adequately protect Plaintiff's highly confidential medical information from unauthorized disclosure and release, and comply with relevant state and federal privacy laws. These injuries outweigh any benefits to consumers or to competition.

478. Aetna knew or should have known that sending the *Doe* Settlement Notices in large-window envelopes and in the fashion in which they were sent was inadequate to safeguard Plaintiff's medical information.

479. Aetna's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiff.

480. As a direct and proximate result of Aetna's deceptive acts and practices, Plaintiff suffered an ascertainable loss of money or property, real or personal, as described above, including the loss of their legally protected interest in the confidentiality and privacy of their personal information.

481. Plaintiff seeks relief under N.M. Stat. Ann. § 59A-16-30, including, but not limited to actual damages, injunctive relief, and attorneys' fees and costs.

**State Insurance Personal Information Privacy Statutes**

**COUNT FIFTY-ONE**  
**CALIFORNIA**

**Confidentiality of Medical Information Act**  
**Cal. Civil Code § 56, *et seq.***

482. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

483. Aetna is a “health care service plan” as defined in Cal. Civil Code § 56.05(g).

484. Aetna disclosed and released without authorization or legal basis medical information regarding Plaintiffs and California Class Members in violation of Cal. Civil Code § 56.10(a).

485. Aetna failed to maintain medical information in a manner that preserves the confidentiality of the information in violation of Cal. Civil Code § 56.101(a).

486. Plaintiffs and California Class Members have been harmed by Aetna’s willful and unauthorized disclosure and release of their personal information.

487. Plaintiffs and California Class Members seek relief under Cal. Civil Code §§ 56.35-36, including but not limited to, compensatory damages, nominal damages of \$1,000, injunctive relief and attorneys’ fees and costs.

**COUNT FIFTY-TWO**

**MARYLAND**

**Maryland Disclosure Requirement for Insurers**

**Md. Code. Ann., Ins. § 4-403, *et seq.***

488. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

489. Aetna is an “insurer” as meant by Md. Code Ann., Ins. § 4-403.

490. Aetna disclosed without authorization or legal basis medical information regarding Plaintiff and Maryland Class Members, in violation of Md. Code Ann., Ins. § 4-403.

491. Plaintiff and Maryland Class Members have been harmed by Aetna’s knowing and unauthorized disclosure of their medical information.

492. Plaintiff and Maryland Class Members seek relief under Md. Code Ann., Ins. § 4-403, including but not limited to, damages and attorneys’ fees and costs.

**COUNT FIFTY-THREE**

**Maryland Confidentiality of Medical Records Act**

**Md. Code. Ann., Health § 4-301, *et seq.***

493. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

494. Aetna is a “health maintenance organization” and thus a “health care provider” as defined in Md. Code. Ann., Health § 4-301(g)(1).

495. Aetna disclosed without authorization or legal basis medical information regarding Plaintiff and Maryland Class Members, in violation of Md. Code Ann., Health § 4-302.

496. Plaintiff and Maryland Class Members have been harmed by Aetna’s knowing, willful and unauthorized disclosure of their medical information.

497. Plaintiff and Maryland Class Members seek relief under Md. Code Ann., Health § 4-309, including but not limited to, actual damages, injunctive relief, and attorneys’ fees and costs.

**COUNT FIFTY-FOUR**  
**MINNESOTA**  
**Minnesota Health Records Act**  
**Minn. Stat. § 144.291, *et seq.***

498. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

499. Aetna is a “provider” as defined by Minn. Stat. § 144.291 subd.2(i).

500. Aetna disclosed without authorization or legal basis medical information regarding Plaintiff, in violation of Minn. Stat. § 144.293.

501. Plaintiff has been harmed by Aetna’s knowing, willful and unauthorized disclosure of their medical information.

502. Plaintiff seeks relief under Minn. Stat. § 144.298, including but not limited to, compensatory damages, and attorneys’ fees and costs.

**COUNT FIFTY-FIVE**  
**WASHINGTON**  
**Washington Health Records Act**  
**RCW § 70.02.005, *et seq.***

503. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

504. As a result of conducting the business of insurance and other health benefits services, including but not limited to the processing of claims and third-party payments for health care, in Washington, Aetna possessed personal information including personal health care information pertaining to Plaintiff and Washington Class Members.

505. Aetna disclosed without authorization or legal basis medical information regarding Plaintiff and Washington Class Members, in violation of RCW § 70.02.045.

506. Plaintiff and Washington Class Members have been harmed by Aetna's knowing, willful and unauthorized disclosure of their medical information.

507. Plaintiff and Washington Class Members seek relief under RCW § 70.02.170 including but not limited to, actual damages, and attorneys' fees and costs.

**COUNT FIFTY-SIX**

**Violation of California's Constitutional Right to Privacy  
On Behalf of California Plaintiffs and the California Class**

508. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

509. Plaintiffs and California Class Members have a constitutionally protected privacy interest in their confidential medical information and a reasonable expectation of privacy in their confidential medical information.

510. Defendants violated that constitutional right to privacy.

511. As a result of Defendants' conduct, Plaintiffs and California Class Members have been harmed and their privacy rights have been violated. Plaintiffs and California Class Members are entitled to compensatory damages, punitive damages, and attorneys' fees and costs.

**COUNT FIFTY-SEVEN**

**Unjust Enrichment**  
**On Behalf of Plaintiffs and the Nationwide Class and Statewide Classes**

512. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs.

513. Plaintiffs and Class Members conferred a monetary benefit on Aetna in the form of premiums paid for the purchase of health insurance.

514. Aetna appreciated or had knowledge of the benefits conferred upon them by Plaintiffs and Class Members.

515. The insurance premiums that Plaintiffs and Class Members paid to Aetna should have been used, in part, to pay for the administrative costs of reasonable privacy safeguards.

516. As a result of Aetna's conduct, Plaintiffs and Class Members suffered actual damages in an amount equal to the difference in value between health insurance with the reasonable privacy safeguards that Plaintiff and Class Members paid for, and health insurance without reasonable privacy safeguards.

517. Under principals of equity and good conscience, Aetna should not be permitted to retain the excess funds paid by Plaintiffs and Class Members.

518. Aetna should be compelled to disgorge into a common fund for the benefit of Plaintiffs and Class Members all inequitable proceeds received by Aetna.

**JURY TRIAL DEMANDED**

519. Plaintiffs, individually and on behalf of the Classes, demand a jury trial as to all claims so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the Classes, seek the following relief:

- a. Determining that this action may proceed as a class action under Fed. R. Civ. P. 23

on behalf of the Classes;

- b. Appointing Plaintiffs as the class representatives for the Nationwide Class and the Statewide Classes where they are a resident of that state;
- c. Appointing Plaintiffs' undersigned counsel as counsel for the Classes;
- d. Issuing proper notice to the Classes at Defendants' expense;
- e. Declaring that Defendants committed the violations of law set forth above;
- f. Ordering appropriate injunctive relief, including the implementation of appropriate policies and procedures to protect HIV- related information;
- g. Awarding compensatory, statutory, exemplary, and punitive damages on behalf of Plaintiffs and the Class members;
- h. Awarding reasonable attorneys' fees and costs and expenses; and
- i. Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

Dated: December 5, 2017

Respectfully submitted,



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# **EXHIBIT 1**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release, including its recitals and exhibits (“Agreement”), is made and entered into as of this \_\_\_ day of February 2017, by Aetna Inc., Aetna Life Insurance Company, Aetna Specialty Pharmacy, LLC (collectively “Aetna”), Coventry Health Care, Inc., Coventry Health and Life Insurance Company, Coventry Health Plan of Florida, Inc. and Coventry Health Care of Florida, Inc. (collectively, “Coventry”), and the four individuals who have been named as JOHN DOE Plaintiffs in *Doe, et al. v. Aetna, Inc., et al.*, Case No. 3:14-cv-02986-LAB-DHB, and in *Doe, et al. v. Coventry Health Care, Inc., et al.*, U.S. Dist. Ct. S.D. Fl. Case No. 0:15-cv-62685-CMA (collectively, “Plaintiffs”). Aetna, Coventry, and Plaintiffs are collectively referred to herein as the “Parties,” or individually as a “Party.”

### **I. BACKGROUND**

WHEREAS, Plaintiffs collectively filed two lawsuits, one in the United States District Court for the Southern District of California (captioned *Doe, et al. v. Aetna, Inc., et al.*, Case No. 3:14-cv-02986-LAB-DHB), and one in the United States District Court for the Southern District of Florida (captioned *Doe, et al. v. Coventry Health Care, Inc., et al.*, U.S. Dist. Ct. S.D. Fl. Case No. 0:15-cv-62685-CMA) (collectively, “Lawsuits”). In these Lawsuits, Plaintiffs challenge an alleged requirement that members of Aetna and Coventry health plans obtain HIV Medications solely through the mail instead of through a retail pharmacy. Plaintiffs assert various causes of action under state and federal law;

WHEREAS, Aetna and Coventry deny any wrongdoing or liability whatsoever with respect to the Lawsuits and any and all allegations made therein, and without admitting any wrongdoing or liability whatsoever, nevertheless have agreed to enter into this Agreement to avoid

the prospect and the uncertainties of litigation, and to promptly resolve the issues raised in the Lawsuits;

WHEREAS, Plaintiffs have been fully advised by Plaintiffs' counsel Whatley Kallas, LLP, Podhurst Orseck P.A., and Consumer Watchdog attorneys (collectively, "Plaintiffs' Counsel") as to the terms and effects of this Agreement, including the nature of the claims released, the potential for success if the Lawsuits were to be litigated to their conclusions, and the significant relief obtained by the settlement;

WHEREAS, in evaluating the settlement set forth in this Agreement, the Parties and their counsel have concluded that the substantial benefits provided under this Agreement make a settlement pursuant to such terms and conditions reasonable when weighed against the uncertainties and complexities of such litigation and overcoming the legal and factual defenses that have been asserted by Aetna and Coventry, and the expense and length of time necessary to prosecute the Lawsuits through trial, as compared to providing relief promptly and efficiently;

WHEREAS, the Parties desire to settle all of the Released Claims as that term is defined herein by or on behalf of Plaintiffs but not releasing any claims of any other persons except as provided herein;

WHEREAS, the Parties, through their respective counsel, have engaged in extensive arm's length negotiations with the assistance of a mediator in reaching this Agreement, and the formal and informal exchange of relevant information;

WHEREAS, the Parties, and their respective counsel, believe that the terms of the settlement set forth in this Agreement are fair, reasonable and adequate;

NOW, THEREFORE, it is agreed that, in consideration of the promises and mutual covenants set forth in this Agreement, the Parties have agreed to the following terms.

The recitals stated above are true and accurate and are hereby made a part of this Agreement.

## II. DEFINITIONS

A. The term “Aetna Plan(s)” means all insured individual, family, group, or commercial health plans that have a prescription drug benefit that is administered by or through Aetna.

B. The term “Coventry Plan(s)” means all insured commercial health plans that have a prescription drug benefit that is administered by or through Coventry.

C. The term “Complaints” shall refer to the amended complaints filed in *Doe, et al. v. Aetna, Inc., et al.*, U.S. Dist. Ct. S.D. Cal. Case No. 3:14-cv-02986-LAB-DHB, and in *Doe, et al. v. Coventry Health Care, Inc., et al.*, U.S. Dist. Ct. S.D. Fl. Case No. 0:15-cv-62685-CMA that are the operative Complaints in the Lawsuits as of the Settlement Effective Date.

D. The term “Current Member” means a natural person who has submitted a claim for coverage of an HIV Medication to an Aetna Plan or Coventry Plan since January 1, 2011, and who as of the Settlement Effective Date is enrolled in or covered by an Aetna Plan or Coventry Plan.

E. The term “Former Member” means a natural person who submitted a claim for coverage of an HIV Medication to an Aetna Plan or Coventry Plan and who, after January 1, 2011, was, but as of the Settlement Effective Date no longer is, enrolled in or covered by an Aetna Plan or Coventry Plan.

F. The phrase “HIV Medication” shall refer to any self-administered medication prescribed by a physician to a Current Member or Former Member in connection with the treatment of HIV or AIDS, but shall not include Limited Distribution Drugs or any other self-

administered medication for treatment of HIV or AIDS that requires special handling, coordination with the Member's provider, or education of the Member that cannot be provided by a retail pharmacy (e.g., Fuzeon). The phrase "Limited Distribution Drugs" shall refer to prescription drugs that are only available through select pharmacies or wholesalers as determined by the manufacturer.

G. The term "Persons" means persons and entities, including, without limitation, any individuals, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, estates, or any other persons or entities.

H. The term "Released Claims" means any and all known and unknown claims for relief, causes of action, suits, rights of action, or demands, whether sounding in contract, tort, equity, or any violation of law or regulation, including, without limitation, claims for injunctive or other equitable relief, damages, debts, indemnity, contribution, or for costs, expenses and attorney's fees, arising from the claims asserted in the Lawsuits concerning the Aetna Plans and Coventry Plans, subject to the terms of this Agreement. All claims under California Civil Code section 1542 are waived with regard to the Released Claims consistent with Section 8 herein and the terms of this Agreement.

I. The phrase "Released Parties" shall refer individually and collectively, as appropriate, to Aetna and to all of its affiliates and Coventry and to all of its affiliates, and any sponsor of an Aetna Plan or a Coventry Plan and its successors and/or assigns but only if the plan sponsor or any successors and/or assigns operate in compliance with the provisions of Section III.3.a, below.

J. The phrase "Settlement Effective Date" shall mean the date upon which the Agreement has been executed by the Parties.

### **III. TERMS OF AGREEMENT**

1. **Non-Admission of Liability.** This Agreement is for settlement purposes only, and neither the fact of, nor any specific provision contained in, this Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged by Plaintiff or by any other Person of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Parties. This Agreement constitutes a compromise pursuant to Fed. R. of Evidence 408, Fl. Evidence Code 90.408 and Cal. Evidence Code section 1152 and all similar state or federal laws, rights, rules, or legal principles of any other jurisdiction that may be applicable. It shall not be offered or be admissible in any proceeding, either in whole or in part, as evidence against the Released Parties, except in any action or proceeding to enforce its terms.

2. **Applicability of Agreement**

a. The terms of this Agreement shall apply to all Aetna Plans and all Coventry Plans.

b. The terms of this Agreement shall continue to remain in full force and effect regardless of whether any merger between Aetna Inc. and any other entity is completed.

3. **Settlement Consideration.** In consideration for entering into the terms of this Agreement, Aetna and Coventry shall, in accordance with the terms of this Agreement, unless otherwise specifically modified below, implement procedures to provide for the following:

- a. **Mail-Order Programs And Right to Obtain HIV Medication from a Retail Pharmacy**

Coventry and Aetna represent that as of January 1, 2016, they do not mandate that any Person must obtain HIV Medications by mail for any Aetna Plan or Coventry Plan. Aetna and Coventry further affirm that Current Members of Aetna Plans and Coventry Plans may obtain HIV Medications through a retail pharmacy pursuant to the pharmacy benefits available under their Coventry Plan or their Aetna Plan.

**b. Notice of Options**

Aetna and/or Coventry will provide notice of the policy set forth in III.3.a. to all Current Members who have submitted a claim for coverage of HIV Medications since January 1, 2015. All Current Members shall be sent a letter by United States Postal Service. The form of the communication to be sent to Current Members is attached hereto as Exhibit A1 (for Current Members of Coventry Plans) and Exhibit A2 (for Current Members of Aetna Plans).

**c. No Loss of or Decrease in Benefits**

Current Members shall not suffer any additional personal expense, or decrease, alteration, or reduction in pharmacy benefits available under their Aetna Plan or Coventry Plan solely because of exercising their right: (i) to obtain their HIV Medications at a retail pharmacy pursuant to the pharmacy benefits available under their Aetna Plan or Coventry Plan and/or (ii) to submit a claim for reimbursement of Out-of-Pocket Costs under the terms of this Agreement. This provision shall in no way limit Aetna's and Coventry's absolute right and sole discretion, subject to applicable law, to (1) control the formularies for Aetna Plans or Coventry Plans, or (2) place medications, including HIV Medications, into various classes or tiers of its formularies for Aetna Plans or Coventry Plans, or (3) impact Aetna's or Coventry's ability to establish the cost-shares applicable to such tiers, so long as doing so is not inconsistent with the terms of this Agreement. This provision shall in no way limit the applicability of the benefit design requirements of the Current

Member's prescription drug benefit if the member chooses to obtain HIV Medications from a retail pharmacy pursuant to the pharmacy benefits available under their Aetna Plan or Coventry Plan, so long as doing so is not inconsistent with the terms of this Agreement.

**d. Right to Promote Specialty Pharmacy Services**

Nothing herein shall be construed to restrict or prohibit Aetna or Coventry or their agents from promoting any services provided by a Specialty Pharmacy, so long as such communications are consistent with the communication set forth in Exhibits A1, A2, B1, and B2 hereto.

**e. No Retaliation for Filling Prescriptions**

Aetna and Coventry will not penalize a retail pharmacy or alter the "in-network" status of a retail pharmacy solely on the basis that the pharmacy dispenses HIV Medications.

**f. Reimbursement of Certain Out-of-Pocket Costs**

**1. Reimbursement for Certain Current and Former Members**

As provided in Sections III.3.f.2. and III.3.f.3, certain Current Members and Former Members of Coventry commercial plans and Aetna individual plans may submit a claim for reimbursement of certain Out-of-Pocket Costs they incurred. These Out-of-Pocket Costs are only available to Current Members and Former Members of Coventry commercial plans and Aetna individual plans who filled prescriptions between the dates set out in Paragraphs III.3.f.2 and III.3.f.3 below.

**2. Eligible Out-of-Pocket Costs for Coventry Commercial Plan Members**

The "Out-of-Pocket Costs" available to Current Members and Former Members of Coventry commercial plans are: (1) for prescriptions filled at a retail pharmacy between January 1, 2011 and December 31, 2015, the difference between (a) the amount the member paid out-of-

pocket for the member's HIV Medications at a retail pharmacy as a result of being considered an out-of-network benefit, and (b) the amount the member would have paid out-of-pocket if the member had obtained those HIV Medications from the specialty pharmacy designated by their Coventry Plan; or (2) for prescriptions filled through the mail between January 1, 2012 and December 31, 2013, the additional amounts the member paid because the member was an eligible participant of the Ryan White, ADAP and/or other co-pay assistance program or manufacturer discount program, but could not access the co-pay assistance or manufacturer discounts of those programs because the member obtained HIV Medications from the specialty pharmacy designated by their Coventry Plan instead of at a retail pharmacy where the co-pay assistance or discount amount would have applied to their purchase. "Out-of-Pocket Costs" does not include the member's applicable in-network or out-of-network deductible, co-pay or co-insurance requirements, or co-pay assistance programs or discounts that were applied to the member's purchase of HIV Medications.

### **3. Eligible Out-of-Pocket Costs for Aetna Individual Plan Members**

The "Out-of-Pocket Costs" available to Current Members and Former Members of Aetna individual plans are, for prescriptions filled at a retail pharmacy between January 1, 2015 and May 31, 2015, the difference between (a) the amount the member paid out-of-pocket for their HIV Medications at a retail pharmacy as a result of being considered an out-of-network benefit, and (b) the amount the member would have paid out-of-pocket if they had obtained those HIV Medications from Aetna Specialty Pharmacy. "Out-of-Pocket Costs" does not include the member's applicable in-network or out-of-network deductible, co-pay or co-insurance requirements, or co-pay assistance programs or discounts that were applied to the member's purchase of HIV Medications.

#### **4. Required Proof of Out-of-Pocket Expenses**

To be reimbursed for Out-of-Pocket Costs, the Current Member or Former Member must submit adequate documentation substantiating the member's payment for HIV Medications and the specific amount of Out-of-Pocket Costs for which they are seeking reimbursement under this Agreement. If a member requests reimbursement of Out-of-Pocket Costs related to the purchase of HIV Medications at a retail pharmacy as a result of being considered an out-of-network benefit, the member must submit receipts and any other records of payment supporting the claim along with a completed Claim Form. Other records of payment may include credit card payment records, a statement from a pharmacist, or any other evidence of payments made to a pharmacist for the member's HIV Medications. If a member's claim is related to the Ryan White, ADAP or other co-pay assistance programs or manufacturer discount program, the member must provide: proof of purchase, proof of eligibility for the program or discount during the same time frame when the prescription was filled by mail order, and proof of the co-pay assistance or discount amount to which the member would have been entitled at the time the member filled the prescription identified.

#### **5. Deadline For Submitting Proof**

To be timely submitted, the completed Claim Form must be mailed to a third party claims administrator agreed to by the Parties and postmarked no later than 60 days after the date Coventry or Aetna mails the Notice and Claim Form attached hereto as Exhibits B1, B2, C1 and C2 to the Former Member or Current Member.

#### **6. Fund For Payment Of Out-of-Pocket Expenses**

Upon confirming the validity of the submitted documents, the claims administrator shall determine the total amount of valid Out-of-Pocket Costs incurred by each Person who timely

submitted a claim for payment of Out-of-Pocket Costs. Coventry or Aetna, or the claims administrator on their behalf, shall then reimburse those Current Members and Former Members for their valid Out-of-Pocket Costs. If the total amount of valid Out-of-Pocket Costs exceeds \$295,000, then the amount of reimbursement to be paid to each Person shall be prorated by dividing \$295,000 by the total value of timely and valid claims submitted, and applying that percentage to reduce the amount of each individual claim to be paid. Under no circumstances shall Coventry and Aetna be required to pay more than \$295,000 pursuant to this paragraph. If the total amount of valid Out-of-Pocket Costs is less than \$295,000, Coventry and Aetna will be entitled to keep the difference between \$295,000 and the total amount of valid Out-of-Pocket Costs claimed. Prior to execution of this Agreement, Coventry and Aetna provided Plaintiffs' Counsel with claim data showing denied claims and coinsurance amounts for Current Members and Former Members of Aetna Plans and Coventry Plans during the time periods set out in Sections III.3.f.2. and III.3.f.3. The identification of the claims administrator and the specific procedures to be followed by the claims administrator in processing such claims and the calculation of the potential proration formula are attached hereto as Exhibit D.

**7. Notice of Opportunity For Reimbursement Of Out-of-Pocket Costs**

(i) Eligible Current Members and Former Members of Coventry commercial plans will be sent a notice letter, in the form attached hereto as Exhibit B1, advising them of the ability to submit a claim for reimbursement of Out-of-Pocket Costs as set out in paragraph III.3.f.2., along with the Claim Form in the form attached hereto as Exhibit C1. Such communications shall advise Current Members and Former Members of the process to be

established for seeking reimbursement of eligible Out-of-Pocket Costs and the requirements for doing so, including all pertinent deadlines.

(ii) Eligible Current Members and Former Members of Aetna individual plans will be sent a notice letter, in the form attached hereto as Exhibit B2, advising them of the ability to submit a claim for reimbursement of Out-of-Pocket Costs as set out in paragraph III.3.f.3., along with the Claim Form in the form attached hereto as Exhibit C2. Such communications shall advise Current Members and Former Members of the process to be established for seeking reimbursement of eligible Out-of-Pocket Costs and the requirements for doing so, including all pertinent deadlines.

**g. Cost and Expenses of Agreement**

All costs and expenses associated with disseminating notice, claims administration and the payments described in Sections III.3(a) - (f), 7 and 8 of this Agreement shall be paid or borne by Aetna and Coventry.

**h. Enforceability of Agreement**

1. All Current Members and Former Members are intended third-party beneficiaries of this Agreement. The terms of this Agreement are to be directly enforceable by such Persons.

2. The terms of this Agreement can be enforced by any Current Member or Former Member in any Court of competent jurisdiction in the United States of America.

**4. Dismissal of Lawsuits.** Within five days of the Effective Date, Plaintiffs shall file a request in the forms attached hereto as Exhibits E and F with both Courts in which the Complaints

are pending to dismiss the Lawsuits with prejudice as to Plaintiffs and without prejudice as to all members of the putative class as defined in the Complaints in the Lawsuits.

5. **Non-Disparagement.** Each Party agrees that it shall not, directly or indirectly, at any time, make any disparaging remark about a Party, either orally or in writing, concerning the terms of this Agreement. However, nothing in this Settlement Agreement is intended to or shall be interpreted to restrict either Party's rights and/or obligations: (i) to testify truthfully in any legal forum; or (ii) to cooperate with or provide information to any government agency or commission if contacted by such government agency or commission for information. Nothing in this Paragraph shall be interpreted as limiting any Party's right to seek further damages or legal relief in the event of a breach. The Parties further represent, agree and acknowledge that the settlement is a fair resolution of these claims for the Parties. Neither the Parties nor their respective counsel shall make any statements suggesting the contrary, either before or after the Settlement Effective Date of this Agreement.

6. **Compensation to Plaintiffs.** Aetna agrees to pay the four named Plaintiffs in the Lawsuits collectively \$24,000. The Parties represent that their agreement to this amount did not occur until after the substantive terms of the Agreement had been negotiated and agreed. This amount shall be payable within 30 days after the Settlement Effective Date to the client trust account of Whatley Kallas, LLP or as separately agreed to in writing by the Parties, and distributed as agreed to with Plaintiffs by their Counsel.

7. **Payments to Plaintiffs' Counsel for Attorneys' Fees and Reimbursement of Expenses**

a. In consideration for entering into the terms of the Agreement and the releases provided for herein, Aetna and Coventry agree to collectively pay Plaintiffs' Counsel

attorneys' fees and reimbursement of expenses, the amount of which is to be negotiated separately or determined as set forth below in Section III.7.d. Plaintiffs' Counsel agree that they will not seek additional attorneys' fees, expenses or incentive awards or any other form of compensation from the Released Parties as to the Released Claims as those terms are defined in this Agreement. Plaintiffs' Counsel shall allocate such attorneys' fees and expenses among themselves in a manner that, in their sole discretion, reflects the respective contributions of Plaintiffs' Counsel to the results achieved in this matter. The Parties represent that their agreement to the method for determining such amounts did not occur until after the substantive terms of the Agreement had been negotiated and agreed.

**b.** All such amounts shall be payable within 30 days after the Settlement Effective Date, agreement or order and the receipt by Aetna of W-9s for all payees, whichever is later, to the client trust account of Whatley Kallas, LLP or as separately agreed to in writing by the Parties.

**c.** Other than as set forth in this Agreement, the Released Parties shall have no responsibility or liability whatsoever regarding the payment of attorneys' fees, costs, expenses or incentive awards or compensation of any other kind to Plaintiffs' Counsel or other attorneys representing Plaintiffs or any other Persons as to the Released Claims.

**d.** No later than 30 days after the execution of this Agreement, if the Parties have not by that time reached agreement as to the amount of attorneys' fees and reimbursement of expenses to be paid to Plaintiffs' Counsel, the Parties shall engage in a mediation before Brian Spector, Esq. to determine the amount to be paid by Aetna and/or Coventry under this Section. If this mediation is unsuccessful, within 45 days thereafter Plaintiffs' Counsel and Aetna and Coventry shall participate in a "baseball" arbitration to determine the amount of attorneys' fees

and reimbursement of expenses to be paid to Plaintiffs' Counsel under this Section before an agreed-to neutral, with each side selecting a proposed amount to be awarded and the arbitrator selecting between either of the two selected amounts. The Parties and their counsel agree such a determination shall be binding, final, and non-appealable.

**8. Releases, Waiver and Covenant Not to Sue**

**a.** Effective as of the Settlement Effective Date, and in consideration of this Agreement, Plaintiffs, on behalf of themselves and their predecessors, successors, assigns, descendants, dependents, and heirs (but expressly not on behalf of any Current Member or Former Member as defined in this Agreement except themselves, or any putative class member as defined in the Complaints) do fully release and forever discharge the Released Parties from the Released Claims and forever discharge the Released Parties and their counsel from any claims arising out of the investigation, filing, defense or resolution of the Lawsuits, and hereby covenant they (i) shall not take any adverse action against the Released Parties or the Released Parties counsel in response to or in retaliation to settling or dismissal of the Lawsuits, or as a result of entering into this Agreement; and, (ii) shall not assert any of the claims asserted in these Lawsuits in any other action, lawsuit or administrative proceeding.

**b.** The Released Parties, on behalf of themselves and their respective successors, assigns, past, present, and future parents, subsidiaries, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, and administrators, do fully release and forever discharge Plaintiffs and Plaintiffs' Counsel, on behalf of themselves and their respective predecessors, successors, assigns, past, present, and future parents, subsidiaries, joint ventures, partnerships, related companies, affiliates, unincorporated entities, divisions, groups,

directors, officers, shareholders, employees, agents, representatives, servants, partners, executors, administrators, descendants, dependents, and heirs, from any claims arising out of the investigation, publication, prosecution or resolution of these Lawsuits and hereby covenant they shall not take any adverse action against Plaintiffs or Plaintiffs' Counsel in response to or in retaliation to the submission or resolution of the Lawsuits, or as a result of entering into this Agreement.

c. The Parties understand that if any fact relating to any matter covered by this Agreement is later found to be other than or different from the facts now believed by them to be true, they expressly accept and assume the risk of such possible differences in fact and agree and acknowledge that this Agreement shall nevertheless remain fully binding and effective.

d. The Parties expressly understand and acknowledge that certain state statutes and principles of common law provide that a "general" release does not extend to claims that a creditor does not know or suspect to exist in his, her, or its favor. For example, Cal. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER 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.

To the extent that it could be argued that such statutes or principles of common law are applicable here, the Parties agree that any such statutes, principles of common law or other sources of legal authority of any and all jurisdictions that may be applicable are hereby knowingly and voluntarily waived and relinquished, and further agree and acknowledge that this is an essential term of this Agreement. The Parties understand the statutory language of Section 1542 of the California Civil Code and nevertheless elect to release the above-described claims, whether known or unknown,

and specifically waive any rights that each may have under said Civil Code section, and by executing below fully understand that if the facts with respect to this Agreement are found hereafter to be other than or different from the facts now believed to be true, each expressly accepts and assumes the risk of such possible difference in fact and agrees that this Agreement shall be and remain effective, notwithstanding any such difference. The Parties declare that prior to and in connection with the execution of this Agreement, they have been apprised of sufficient relevant data from sources selected by them so as to exercise their judgment intelligently in deciding whether to execute this document and further declare that their decision is not predicated on or influenced by any declarations or representations of any other party. The Parties state that this Agreement is executed voluntarily by them with full knowledge of its significance and legal effect.

e. Upon the Settlement Effective Date, Plaintiffs and the Released Parties shall have agreed to forever refrain from instituting, maintaining, or proceeding in any action against the Plaintiffs, Plaintiffs' Counsel or the Released Parties, or counsel for the Released Parties, as applicable to each, with respect to any of the claims set forth in this Section. The Parties hereby represent they are not aware of any related action pending in any court of competent jurisdiction that asserts any of the claims set forth in this Section, other than as identified herein.

f. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for a temporary restraining order or preliminary or permanent injunction against, any action, suit or other proceeding, which has been or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any claim released by this Agreement.

9. **Severability.** If it is determined by any court of competent jurisdiction that any provision hereof is unlawful or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10. **Entire Agreement.** This Agreement and all Exhibits thereto shall constitute the entire agreement between the Parties, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them, with respect to such matters. This Agreement shall not be subject to any change, modification, amendment, or addition, without the express written consent of the Parties, and may be amended or modified only by a written instrument signed by or on behalf of a Party or their representative or their respective successors-in-interest.

11. **Binding Agreement.** This Agreement shall benefit and bind the Parties, as well as their representatives, affiliates, heirs and successors. However, nothing contained in this Agreement is intended to, or shall, in any way reduce, eliminate or supersede any Party's existing obligation to comply with applicable provisions of relevant state and federal law and regulations, and Coventry and Aetna shall comply with such state and federal law and regulations.

12. **No Assignment.** The Parties each represent and warrant that they have not assigned, transferred or purported to assign or transfer, in whole or in part, any interest in any of the rights and claims that are the subject of this Agreement.

13. **Choice of Law.** The validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the internal, substantive laws of the State of California without giving effect to applicable choice of law principles.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, delivered either manually or by email or facsimile. All executed counterparts, and each of them, shall be deemed to be one and the same original instrument. This Agreement shall be deemed executed as of the date set forth on the first page of this Agreement. The Parties shall exchange among themselves original, signed counterparts.

**15. Advice of Counsel.** Each of the Parties has had the benefit of the advice of counsel in the negotiation, drafting and execution of this Agreement, and the language in all parts of this Agreement is the product of the efforts of such counsel. Accordingly, neither this entire Agreement, nor any specific provision within the Agreement, shall be deemed to have been proposed or drafted by any Party or construed against any Party on that alleged basis. This Agreement shall be construed as a whole, according to its plain meaning.

**16. Authority.** The Parties each represent and warrant that they have authority to enter into this Agreement either directly or through their counsel.

**17. Notification.** All notices and other communications between the Parties referenced in this Agreement shall be in writing and shall be served by overnight mail or by registered or certified mail, return receipt requested, addressed to the Parties' counsel at their respective addresses as set forth below:

Notices to Plaintiffs

Alan M. Mansfield, Esq.  
WHATLEY KALLAS, LLP  
16870 W. Bernardo Drive, Suite 400  
San Diego, CA 92127

Jerry Flanagan, Esq.  
CONSUMER WATCHDOG  
2701 Ocean Park Blvd. Suite 112  
Santa Monica, CA 90405

Notices to Aetna and/or Coventry

Richard Doren, Esq.  
Heather Richardson, Esq.  
GIBSON DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA, 90071

**18. Time for Compliance.** If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 4:30 p.m. Pacific Standard or Daylight Time on that day as then in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement and Release to be executed effective as of this \_\_\_ day of February, 2017.

**AETNA INC, AND ITS AFFILIATES**

A handwritten signature in black ink, appearing to read "William Wolfe", is written over a horizontal line.

**By: William Wolfe**

**Title: Vice President, Pharmacy**

**Dated: February 14, 2017**

**COVENTRY HEALTHCARE, INC,**



---

**By: William Wolfe**

**Title: Vice President, Pharmacy**

**Dated:** February 14, 2017

**COVENTRY JOHN DOE (ACTUAL  
SIGNATURE TO BE SEPARATELY  
SUPPLIED IN CONFIDENCE PURSUANT TO  
NON-DISCLOSURE AGREEMENT)**

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**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**AETNA JOHN DOE 1 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

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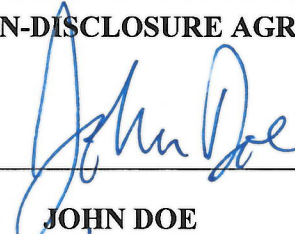
**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**Title:**

**Dated:** \_\_\_\_\_, 2017

**COVENTRY JOHN DOE (ACTUAL  
SIGNATURE TO BE SEPARATELY  
SUPPLIED IN CONFIDENCE PURSUANT TO  
NON-DISCLOSURE AGREEMENT)**

  
\_\_\_\_\_

**By: JOHN DOE**

**Dated:** 2/21, 2017

**AETNA JOHN DOE 1 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

\_\_\_\_\_  
**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**AETNA JOHN DOE 2 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

\_\_\_\_\_  
**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**Title:**

**Dated:** \_\_\_\_\_, 2017

**COVENTRY JOHN DOE (ACTUAL  
SIGNATURE TO BE SEPARATELY  
SUPPLIED IN CONFIDENCE PURSUANT TO  
NON-DISCLOSURE AGREEMENT)**

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**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**AETNA JOHN DOE 1 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

  
\_\_\_\_\_

**By: JOHN DOE**

**Dated:** 2/21, 2017

**AETNA JOHN DOE 2 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

---

**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**Title:**

**Dated:** \_\_\_\_\_, 2017

**COVENTRY JOHN DOE (ACTUAL  
SIGNATURE TO BE SEPARATELY  
SUPPLIED IN CONFIDENCE PURSUANT TO  
NON-DISCLOSURE AGREEMENT)**

---

**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**AETNA JOHN DOE 1 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

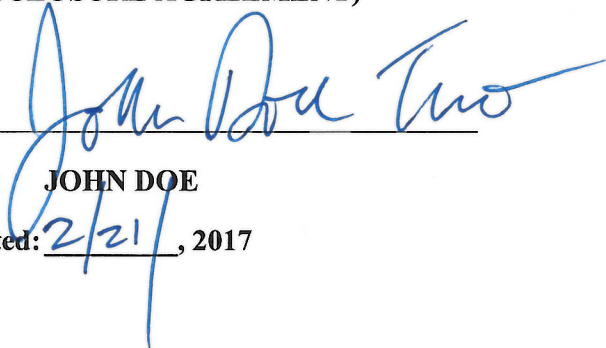
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**By: JOHN DOE**

**Dated:** \_\_\_\_\_, 2017

**AETNA JOHN DOE 2 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)**

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**By: JOHN DOE**

**Dated:** 2/21, 2017

AETNA JOHN DOE 3 (ACTUAL SIGNATURE  
TO BE SEPARATELY SUPPLIED IN  
CONFIDENCE PURSUANT TO NON-  
DISCLOSURE AGREEMENT)

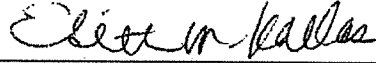


By: JOHN DOE

Dated: 2/21, 2017

**PLAINTIFFS' COUNSEL:**

**WHATLEY KALLAS, LLP**



---

**By: Edith M. Kallas**

**Dated: Feb. 3, 2017**

**CONSUMER WATCHDOG**

---

**By: Jerry Flanagan**

**Dated: \_\_\_\_\_, 2017**

**PODHURST ORSECK, P.A.**

---

**By: Peter Prieto**

**Dated: \_\_\_\_\_, 2017**

**DEFENDANTS' COUNSEL:**

**GIBSON, DUNN & CRUTCHER LLP**

---

**By: Richard Doren**

**Dated: \_\_\_\_\_, 2017**

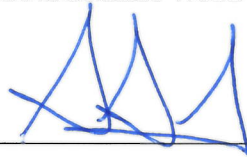
**PLAINTIFFS' COUNSEL:**  
**WHATLEY KALLAS, LLP**

---

**By: Edith M. Kallas**

**Dated: \_\_\_\_\_, 2017**

**CONSUMER WATCHDOG**



---

**By: Jerry Flanagan**

**Dated: 2/6/\_\_\_\_\_, 2017**

**PODHURST ORSECK, P.A.**

---

**By: Peter Prieto**

**Dated: \_\_\_\_\_, 2017**

**DEFENDANTS' COUNSEL:**  
**GIBSON, DUNN & CRUTCHER LLP**

---

**By: Richard Doren**

**Dated: \_\_\_\_\_, 2017**

**PLAINTIFFS' COUNSEL:**

**WHATLEY KALLAS, LLP**



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**By: Edith M. Kallas**

**Dated: Feb. 3, 2017**

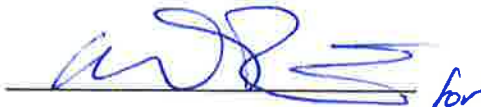
**CONSUMER WATCHDOG**

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**By: Jerry Flanagan**

**Dated: \_\_\_\_\_, 2017**

**PODHURST ORSECK, P.A.**



---

**By: Peter Prieto**

**Dated: Feb. 21, 2017**

**DEFENDANTS' COUNSEL:**

**GIBSON, DUNN & CRUTCHER LLP**

---

**By: Richard Doren**

**Dated: \_\_\_\_\_, 2017**

**PLAINTIFFS' COUNSEL:**

**WHATLEY KALLAS, LLP**

---

**By: Edith M. Kallas**

**Dated: \_\_\_\_\_, 2017**

**CONSUMER WATCHDOG**

---

**By: Jerry Flanagan**

**Dated: \_\_\_\_\_, 2017**

**PODHURST ORSECK, P.A.**

---

**By: Peter Prieto**

**Dated: \_\_\_\_\_, 2017**

**DEFENDANTS' COUNSEL:**

**GIBSON, DUNN & CRUTCHER LLP**

---



**By: Richard Doren**

**Dated: 2/23, 2017**

EXHIBIT A1 – Notice to Current Coventry Commercial Members

[LOGO:]

<Current Member First Name> <Current Member Last name>  
<Address 1>  
<Address 2>  
<City> <State> <Zip >

Dear <Current Member First Name><Current Member Last name>:

The purpose of this letter is to advise you of the options available to you as a member of your Coventry health plan when filling prescriptions for HIV Medications. For many HIV Medications, members can use a retail pharmacy or a mail order pharmacy, regardless of how they obtain their medications today. It's the member's choice.

**Retail pharmacy.** Members may fill prescriptions for HIV Medications that are not on the Specialty Drug List at any in-network retail pharmacies. If members choose to fill prescriptions for HIV Medications at a retail pharmacy, they should be sure to use a pharmacy that is covered by their plan. Some Coventry commercial health plans do not provide any coverage for out-of-network pharmacies. A list of pharmacies that are in-network with Coventry is available at [www.<<<<<<<.com](http://www.<<<<<<<.com).

**Express Scripts.** Prescriptions for HIV Medications that are not on the Specialty Drug List may also be filled by Express Scripts, which sends medications to members through the mail. To sign up for Express Scripts, call us toll-free at [INSERT].

If a member is prescribed HIV Medication(s) that are on the Specialty Drug List, Coventry will fill those prescriptions through Express Scripts, unless the member calls to notify Coventry that the member would prefer to use an in-network retail pharmacy. Most, but not all, HIV Medications on the Specialty Drug List can be filled at in-network retail pharmacies.

To choose to fill HIV Medications at in-network retail pharmacies or to learn more about these delivery options, members can call Coventry at XXXXXX. Members must initiate the call to Coventry to make any changes to the way they receive HIV Medications that are on the Specialty Drug List, but members may seek the assistance of their pharmacists during the course of those calls.

**We're here to help.**

If you have any questions about your pharmacy options, you can log into your secure member website or call the toll-free phone number on your member ID card.

Thank you for being a pharmacy member.

<Health Plan Name>

EXHIBIT A2 – Notice to Current Aetna Members

[LOGO:]

<Current Member First Name> <Current Member Last name>  
<Address 1>  
<Address 2>  
<City> <State> <Zip >

Dear <Current Member First Name><Current Member Last name>:

The purpose of this letter is to advise you of the options available to you as a member of your Aetna health plan when filling prescriptions for HIV Medications. For many HIV Medications, members can use a retail pharmacy or a mail order pharmacy, regardless of how they obtain their medications today. It's the member's choice.

**Retail pharmacy.** Members may fill prescriptions for HIV Medications that are not on the Specialty Drug List at any in-network retail pharmacies. If members choose to fill prescriptions for HIV Medications at a retail pharmacy, they should be sure to use a pharmacy that is covered by their plan. Some Aetna health plans do not provide any coverage for out-of-network pharmacies. A list of pharmacies that are in-network with Aetna is available at **www.<----->.com**.

**Aetna Rx Home Delivery.** Members may also choose to fill prescriptions for HIV Medications that are not on the Specialty Drug List through Aetna Rx Home Delivery. To sign up for Aetna Rx Home Delivery call us toll-free at (1-888-792-3862) or TDD: 1-800-823-6373.

If a member is prescribed HIV Medication(s) that are on the Specialty Drug List, Aetna will fill those prescriptions through Aetna Rx Home Delivery, unless the member calls to notify Aetna that the member would prefer to use an in-network retail pharmacy. Most, but not all, HIV Medications on the Specialty Drug List can be filled at in-network retail pharmacies.

To choose to fill HIV Medications at in-network retail pharmacies or to learn more about these delivery options, members can call Aetna at XXXXXX. Members must initiate the call to Aetna to make any changes to the way they receive HIV Medications that are on the Specialty Drug List, but members may seek the assistance of their pharmacists during the course of those calls.

**We're here to help.**

If you have any questions about your pharmacy options, you can log into the secure member website or call the toll-free phone number on your member ID card.

Thank you for being a pharmacy member.

<Health Plan Name>

EXHIBIT B1 – Notice of Reimbursement for Coventry

[LOGO:]

<Former Member First Name> <Former Member Last name>  
[and]

<Current Member First Name><Current Member Last name>:

<Address 1>  
<Address 2>  
<City> <State> <Zip >

**You may be eligible for a refund for certain out-of-pocket costs**

**Dear <Former Member First Name><Former Member Last name>:**  
[and]

Dear <Current Member First Name><Current Member Last name>:

Our records show that you sought coverage for HIV Medications under a Coventry health plan.

You may be able to receive a refund if you paid certain out-of-pocket costs, including: (1) between January 1, 2011 and December 31, 2015, you paid out-of-pocket the entire cost of the HIV Medication (or paid an out-of-network rate) because you chose to go to a retail pharmacy rather than receive medications through the mail and your coverage was denied or limited as a consequence; or (2) between January 1, 2012 and December 31, 2013, you received your HIV Medications from the specialty pharmacy designated by your Coventry plan, and because of this, were unable to use a copay assistance or manufacturer discount program for which you were eligible.

Please review the enclosed claim form to determine if you are eligible for the refund. If you're eligible, please return the claim form by <DATE>.

If you have any questions about the refund process, call <xxx-xxx-xxxx> <Toll-Free Number for Settlement Administrator>.

EXHIBIT B2 – Notice of Reimbursement for Aetna

[LOGO:]

<Former Member First Name> <Former Member Last name>

[and]

<Current Member First Name><Current Member Last name>:

<Address 1>

<Address 2>

<City> <State> <Zip >

**You may be eligible for a refund for certain out-of-pocket costs**

Dear <Former Member First Name><Former Member Last name>:

[and]

Dear <Current Member First Name><Current Member Last name>:

Our records show that you sought coverage for HIV Medications under an Aetna health plan.

You may be able to receive a refund if you paid certain out-of-pocket costs between January 1, 2015 and May 31, 2015. Specifically, you may be able to receive a refund if: you paid out-of-pocket the entire cost of the HIV Medication (or paid an out-of-network rate) because you chose to go to a retail pharmacy rather than receive medications from Aetna Specialty Pharmacy and your coverage was denied or limited as a consequence.

Please review the enclosed claim form to determine if you are eligible for the refund. If you're eligible, please return the claim form by <DATE>.

If you have any questions about the refund process, call <xxx-xxx-xxxx> <Toll-Free Number for Settlement Administrator>.



### **CLAIM FORM FOR REIMBURSEMENT**

You may be eligible to receive reimbursement for certain “Out-of-Pocket Costs” you incurred as a result of purchasing HIV Medications. Those reimbursable “Out-of-Pocket Costs” are:

**Category 1:** If, between January 1, 2011 and December 31, 2015, you elected to purchase HIV Medications at a retail pharmacy rather than through the specialty pharmacy designated by your Coventry plan, the difference between (a) the amount you paid out-of-pocket for your HIV Medications at a retail pharmacy as a result of being considered an out of network benefit, and (b) the amount you would have paid out-of-pocket if you had obtained those HIV Medications by mail order; **or**

**Category 2:** a discount amount that was unavailable to you as an eligible participant of the Ryan White, ADAP and/or other co-pay assistance program or manufacturer discount program because you purchased HIV Medications between January 1, 2012 and December 31, 2013 through the specialty pharmacy designated by your Coventry plan instead of at a retail pharmacy where the co-pay assistance or the discount amount would have applied to your purchase.

“Out-of-Pocket Costs” does **not** include your applicable in-network or out-of-network deductible, co-pay or co-insurance requirements, or co-pay assistance or discount programs that were applied to your purchase of HIV Medications.

To submit a claim for reimbursement of Out-of-Pocket Costs, you must provide the information below and return this Form, along with receipts or records listed in Section III of this Claim Form supporting your claim for reimbursement, to the following address by no later than <insert date from letter>:

Mail completed form to:  
<insert address>

#### **I. MEMBER INFORMATION**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ \_\_\_\_ Zip: \_\_\_\_ \_\_\_\_ \_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Evening Phone Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Membership No<sup>1</sup>.: \_\_\_\_\_

<sup>1</sup> If you are a former member of a Coventry Plan and don't know your Member No., you can call <xxx-xxx-xxx> <Toll-Free Number for Coventry/Aetna >.



**II. SUMMARY OF PAYMENTS [Attach additional pages if necessary]**

**A. Category 1:** Please provide the following information for each out-of-pocket expense that falls within Category 1 for which you are seeking reimbursement.

<u>DATE OF PURCHASE</u>	<u>RETAIL PHARMACY NAME &amp; ADDRESS</u>	<u>NAME(S) OF HIV MEDICATION PURCHASED</u>	<u>AMOUNT PAID</u>
		<b>Total Amount You Paid Out of Pocket (subject to verification)</b>	

**B. Category 2:** Please provide the following information for each out-of-pocket expense that falls within Category 2 for which you are seeking reimbursement.

<u>DATE OF PURCHASE</u>	<u>NAME(S) OF HIV MEDICATION PURCHASED</u>	<u>APPLICABLE COPAY ASSISTANCE OR DISCOUNT PROGRAM</u>	<u>AMOUNT OF COPAY ASSISTANCE</u>
		<b>Total Amount Of Foregone Copay Assistance</b>	

**III. RECEIPTS & OTHER PAYMENT RECORDS**

If you are requesting reimbursement of Out-of-Pocket Costs, you must submit receipts and any other records of payment supporting your claim along with this completed Claim Form. Other records of payment may include credit card payment records, a statement from a pharmacist, or any other documentary evidence of payments made to a pharmacist for your HIV Medications. If your claim falls within Category No. 2 above, you must provide: (1) proof of purchase, (2) proof that you were eligible for the program during the same time frame when the prescription was filled, and (3) proof of the discount amount to which you would have been entitled at the time you filled the prescription identified.

**IV. VERIFICATION**

To the best of my knowledge the foregoing is true and correct. I understand this claim is subject to audit and verification, and that I may be required to submit additional information to support my claim for reimbursement.



Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CHECKLIST**

1. Did you fill out Parts I and II?
2. Did you include a copy of all receipts and other records supporting each claim for reimbursement?
3. Did you sign the Claim Form in Part IV?
4. Did you retain a copy for your records?

**Important** -- This claim form needs to be postmarked no later than <insert date from letter>. We will review the records you provide and determine the total dollar amount of valid Out-of-Pocket Costs. Depending upon the number of timely and valid claims that are received, this claim may also be subject to being pro-rated.

IF YOU HAVE ANY QUESTIONS ABOUT THIS CLAIM FORM OR THE CLAIMS PROCESS PLEASE CALL  
<>[Toll Free Number of Claims Administrator]



### **CLAIM FORM FOR REIMBURSEMENT**

You may be eligible to receive reimbursement for certain “Out-of-Pocket Costs” you incurred as a result of purchasing HIV Medications, specifically: if, between January 1, 2015 and May 31, 2015, you elected to purchase medications at a retail pharmacy rather than by mail, the difference between (a) the amount you paid out-of-pocket for your HIV Medications at a retail pharmacy as a result of being considered an out of network benefit, and (b) the amount you would have paid out-of-pocket if you had obtained those HIV Medications from Aetna Specialty Pharmacy.

“Out-of-Pocket Costs” does **not** include your applicable in-network or out-of-network deductible, co-pay or co-insurance requirements, or co-pay assistance or discount programs that were applied to your purchase of HIV Medications.

To submit a claim for reimbursement of Out-of-Pocket Costs, please provide the information below and return this Form, along with any receipts or records listed in Section III of this Claim Form supporting your claim for reimbursement, to the following address by no later than <insert date from letter>:

Mail completed form to:

<insert address>

#### **I. MEMBER INFORMATION**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Evening Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Membership No<sup>1</sup>: \_\_\_\_\_

<sup>1</sup> If you are a former member of an Aetna Plan and don't know your Member No., you can call <xxx-xxx-xxxx> Toll-Free Number for Coventry/Aetna >.



**II. SUMMARY OF PAYMENTS [Attach additional pages if necessary]**

<u>DATE OF PURCHASE</u>	<u>RETAIL PHARMACY NAME &amp; ADDRESS</u>	<u>NAME(S) OF HIV MEDICATION PURCHASED</u>	<u>AMOUNT PAID</u>
		<b>Total Amount You Paid Out of Pocket (subject to verification)</b>	

**III. RECEIPTS & OTHER PAYMENT RECORDS**

If you are requesting reimbursement of Out-of-Pocket Costs, you must submit receipts and any other records of payment supporting your claim along with this completed Claim Form. Other records of payment may include credit card payment records, a statement from a pharmacist, or any other documentary evidence of payments made to a pharmacist for your HIV Medications.

**IV. VERIFICATION**

To the best of my knowledge the foregoing is true and correct. I understand this claim is subject to audit and verification, and that I may be required to submit additional information to support my claim for reimbursement.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CHECKLIST**

1. Did you fill out Parts I and II?
2. Did you include a copy of all receipts and other records supporting each claim for reimbursement?
3. Did you sign the Claim Form in Part IV?
4. Did you retain a copy for your records?

**Important** -- This claim form needs to be postmarked no later than <insert date from letter>. We will review the records you provide and determine the total dollar amount of valid Out-of-Pocket Costs. Depending upon the number of timely and valid claims that are received, this claim may also be subject to being pro-rated.

IF YOU HAVE ANY QUESTIONS ABOUT THIS CLAIM FORM OR THE CLAIMS PROCESS PLEASE CALL <>[Toll Free Number of Claims Administrator]



EXHIBIT D

**PROCEDURES FOR DECIDING REIMBURSEMENT CLAIMS**

**I. OVERVIEW**

This document outlines the procedures Kurtzman Carson Consultants (“KCC”) [or other claims administrator agreed to by the Parties] is to use in determining the total amount of valid Out-of-Pocket Costs incurred by each Current Member or Former Member who timely submits a claim for payment of Out-of-Pocket Costs and the amount each such Member should be paid with respect to such Out-of-Pocket Costs. The use of defined terms herein has the same meaning as set forth in the Settlement Agreement. It is anticipated that in processing claims for reimbursement of Out-of-Pocket Costs questions will arise concerning these procedures and/or specific claims, and KCC is authorized to communicate with Plaintiffs’ Counsel and/or Defendants’ Counsel with respect to such questions, as it deems appropriate.

These procedures and individual claim determinations may be clarified, revised or amended as agreed to by KCC, Plaintiffs’ Counsel, and counsel for Defendants if such agreement is confirmed in writing.

**II. PROCEDURES**

**A. Claim Submissions and Timeliness/Untimeliness Determination**

1. Current Members or Former Members may submit claims for reimbursement by completing the Claim Form either mailed to them or available at <http://www.AetnaCoventryhivsettlement.com> and mailing it to KCC along with any receipts or any other records of payment supporting their claims.
2. KCC shall review each Claim Form it receives and determine whether the Claim Form is a “Timely Claim Form” or an “Untimely Claim Form.” Claim Forms that are postmarked on or before 60 days after the date the notice letter is mailed are Timely Claim Forms. Claim Forms that are postmarked after that date are Untimely Claim Forms.

**Rejection of Untimely Claims Forms**

1. KCC shall send a letter to each person who submitted an Untimely Claim Form informing that person that their claim was not timely submitted and, on that basis, has been denied.

**B. Initial Processing of Timely Claim Forms by KCC**

1. KCC shall review each Timely Claim Form it receives and determine whether (i) the Timely Claim Form was submitted by a Current Member or Former Member, (ii) the Timely Claim Form was completed properly and (iii) the Timely Claim Form is accompanied by receipts or other records of payment, described in II.B.2, that support the claims reflected in the Timely Claim Form. Based on that determination, each Timely Claim Form shall be deemed to be either a “Complete Timely Claim Form,” an “Incomplete Timely Claim Form,” or an “Improperly Submitted Claim Form” as described in ¶¶ 2-4 below.
2. Receipts and Other Payment Records. If a Current Member or Former Member requests reimbursement of Out-of-Pocket Costs, they must submit receipts and any other records of payment supporting their claim along with the completed Claim Form. Other records of payment may include credit card payment records, a statement from a pharmacist, or any other evidence of payments made to a pharmacist for HIV Medications. If a Current Member’s or Former Member’s claim is related to the Ryan White, ADAP or other co-pay assistance program or manufacturer discount program, they must provide: proof of purchase, proof of eligibility for the program during the same time frame when the prescription was filled at the Specialty Pharmacy, and proof of the discount amount that they would have been entitled to had they filled their prescription through a retail pharmacy rather than mail order.
3. Complete Timely Claim Forms. If KCC determines that (i) the Timely Claim Form was submitted by a Current Member or Former Member, (ii) the Timely Claim Form was completed properly and (iii) the Timely Claim Form is accompanied by receipts or other records of payment that support the claims reflected in the Timely Claim Form described in II.C.2, then the Timely Claim Form shall be deemed a Complete Timely Claim Form. KCC shall allocate payment to members submitting Complete Timely Claim Forms pursuant to Section II.D below. If the receipts or other records of payment only support a portion of the claims in the Complete Timely Claim Form, then only that portion that is so supported shall be deemed valid; the remainder of the claim shall be deemed an Incomplete Timely Claim Form.
4. Incomplete Timely Claim Forms. If KCC determines that (i) the Timely Claim Form was submitted by a Current Member or Former Member, but that (ii) the Timely Claim Form was not completed properly and/or (iii) the Timely Claim Form is not accompanied by receipts or any other records of payment that support the claims reflected in the Timely Claim Form, then the Timely Claim Form shall be deemed an Incomplete Timely Claim Form.
  - a. KCC shall send a letter to each Current Member or Former Member who submitted an Incomplete Timely Claim Form that (i) informs the member of KCC’s determination and the basis for that determination, (ii) invites the member to correct the deficiencies KCC identified by submitting a revised Claim Form and/or receipts or any other records of payment that support the member’s claim,

as appropriate, and (iii) informs the member that the member's claim will be denied to the extent it is incomplete if KCC does not receive the requested information within 30 days of the date of KCC's letter.

- b. If KCC receives the requested information within 30 days of the date of KCC's letter and determines that such information corrects the deficiencies that KCC had identified, then the Incomplete Timely Claim Form and the requested information collectively shall be deemed a Complete Timely Claim Form and it will be processed according to Section II.D below. If the receipts or any other records of payment only support a portion of the claims in the Complete Timely Claim Form, then only that portion that is so supported shall be deemed valid.
  - c. If KCC does not receive the requested information within 30 days of the date of KCC's letter or KCC determines that such information does not correct the deficiencies that KCC had identified, then KCC shall send the Current Member or Former Member a letter informing the member that KCC did not receive the requested information within 30 days of the date of KCC's letter or that such information does not correct the deficiencies KCC identified and, on that basis, the member's claim has been denied to the extent it is incomplete.
5. Improperly Submitted Claims Form. If KCC determines that the Timely Claim Form was not submitted by a Current Member or Former Member, then the Timely Claim Form shall be deemed an Improperly Submitted Claim Form and the claim will be rejected.

### **C. Defendants' Review Of Complete Timely Claim Forms**

1. Defendants may elect to review each Complete Timely Claim Form submitted to it by KCC and verify, with respect to each valid claim reflected in the Complete Timely Claim Form, how much the Current Member or Former Member would have paid out-of-pocket had the member purchased those HIV Medications from the Specialty Pharmacy or what the applicable discount would have been if the Member had obtained the HIV Medications at a retail pharmacy. Defendants shall provide that information to KCC.
2. Defendants also may, but is not obligated to, review its records for any information concerning the person who submitted the Complete Timely Claim Form and the purchases of HIV Medications reflected in the Complete Timely Claim Form. To the extent Defendants identify any information that it believes is relevant to the claims reflected in the Complete Timely Claim Form (e.g., information showing that the person who submitted the Complete Timely Claim Form is not a Current Member or Former Member or that the purchases were not made while the person was enrolled in a health insurance policy issued by Aetna or Coventry), Defendants may provide that information to KCC. KCC shall review any information provided to it by Defendants pursuant to this paragraph and determine what impact, if any, it has on the claims in the Complete Timely Claim Form. In making that determination, KCC may, but is not obligated to, communicate with the person who submitted the Complete Timely

Claim Form, Coventry, Aetna, Defendants' Counsel, and/or Plaintiffs' Counsel as it deems appropriate.

**D. Final Determination of Reimbursement Amounts By KCC**

1. KCC shall determine for each Member who submitted a Complete Timely Claim Form the amount of such Current Member's or Former Member's Out-of-Pocket costs for valid claims based on (i) the information in the Complete Timely Claim Form, (ii) receipts or any other records of payment that support the claims reflected in the Timely Claim Form, (iii) the information it receives from Defendants pursuant to Section II.C.2 above, and (iv) any other information it obtains that it deems relevant.
2. KCC shall prepare a spreadsheet showing how it calculated the Out-of-Pocket Costs with respect to each Current Member or Former Member who submitted a Claim Form, and it shall email that spreadsheet to Defendants' Counsel and Plaintiffs' Counsel. The spreadsheet shall include any claim that Defendants initially do not agree to pay in full, or claims that were initially rejected in whole or in part for which the claimant provided supplemental information in response to their rejection letter. Defendants' Counsel and Plaintiffs' Counsel shall have thirty (30) days from their receipt of the spreadsheet to object to the spreadsheet.
3. If neither Defendants' Counsel nor Plaintiffs' Counsel objects to the spreadsheet within thirty (30) days of receipt, unless otherwise agreed, then the spreadsheet shall be deemed the Final and Binding Spreadsheet.
4. If Defendants' Counsel and/or Plaintiffs' Counsel objects to the spreadsheet, KCC shall consider whether the objection has any validity.
  - a. If KCC determines that the objection has any validity, it shall send a revised spreadsheet to Defendants' Counsel and Plaintiffs' Counsel by email and explain in the email what changes have been made and why.
  - b. If KCC determines that the objections do not have any validity, it shall send Defendants' Counsel and Plaintiffs' Counsel an email explaining its determination.
5. If the sum of the Out-of-Pocket Costs in the Final and Binding Spreadsheet is less than or equal to \$295,000, then Defendants shall transfer the total sum on the Final and Binding Spreadsheet to KCC, and KCC shall issue checks to the Current Members and Former Members who submitted Complete Timely Claim Forms in the amounts shown on the Final and Binding Spreadsheet.
6. If the sum of the Out-of-Pocket Costs in the Final and Binding Spreadsheet is greater than \$295,000, then Defendants shall transfer \$295,000 to KCC, and KCC shall issue checks to Current Members and Former Members who submitted Complete Timely Claim Forms in prorated amounts. Such prorated amounts shall be determined by dividing \$295,000 by the sum of the Out-of-Pocket Costs in the Final and Binding Spreadsheet and multiplying the dollar amount of the individual's Complete Timely

Claim Form by that percentage to reduce the amount of Out-of-Pocket Costs to be paid to each Current Member or Former Member as reflected in the Final and Binding Spreadsheet.

7. KCC shall send a letter to the Current Member or Former Member who submitted the Claim Form at issue advising them of the status of their claim and how any payment was calculated.

EXHIBIT E – Stipulation of Voluntary Dismissal

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 15-62685-CIV-ALTONAGA

JOHN DOE, on behalf of himself and all  
others similarly situated,

Plaintiffs,

vs.

COVENTRY HEALTH CARE, INC.,  
COVENTRY HEALTH AND LIFE  
INSURANCE COMPANY; COVENTRY  
HEALTH PLAN OF FLORIDA, INC.;  
COVENTRY HEALTH CARE OF  
FLORIDA, INC.; AETNA INC., AETNA  
LIFE INSURANCE CO.,

Defendants.

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**STIPULATION OF VOLUNTARY DISMISSAL PURSUANT TO**  
**FED. R. CIV. PROC. 41(A)(1)(a)(II)**

WHEREAS, on December 22, 2015, Plaintiff filed an action entitled *John Doe v. Coventry Health Care, Inc., et al.*, Case No. 15-cv-62685-ALTONAGA (the “Action”), which was assigned to the Honorable Cecilia M. Altonaga of the Southern District of Florida (“Court”);

WHEREAS, based on a recently agreed to settlement that provides for notice to current members of the ability to obtain HIV Medications through a retail pharmacist and an offer of reimbursement to members for certain direct out-of-pocket expenses, the Parties have concluded that the claims asserted in this Action should no longer be prosecuted on a class-wide basis;

WHEREAS, without any admission of liability on the part of either party, the parties desire to avoid continued litigation of any remaining claims for relief;

WHEREAS, no class has been certified and no motion for class certification is pending;

NOW THEREFORE,

In recognition of the foregoing, the parties stipulate that subject to the terms of the Parties' Settlement Agreement, Plaintiff's individual claims in the above-entitled Action will and hereby are voluntarily dismissed with prejudice, and that the claims of all other persons will and hereby are voluntarily dismissed without prejudice, against Defendants pursuant to Fed. R. Civ. Proc. 41(a)(1)(A)(ii).

DATED: January \_\_, 2017

**PODHURST ORSECK, P.A.**

By: /s/ Peter Prieto

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***Attorneys for Defendants***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of the Court via CM/ECF and served upon all counsel or parties of record via Electronic Notice of Filing on \_\_\_\_\_, 2017.

\_\_\_\_\_  
/s/ John Gravante, III

John Gravante, III

## EXHIBIT F – Stipulation of Voluntary Dismissal

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 14

15 UNITED STATES DISTRICT COURT  
 16 SOUTHERN DISTRICT OF CALIFORNIA

17 JOHN DOE ONE, JOHN DOE  
 18 TWO, and JOHN DOE THREE, on  
 behalf of themselves and all others  
 19 similarly situated,

20 Plaintiffs,

v.

21 AETNA, INC.; AETNA  
 22 HEALTHCARE, INC.; AETNA  
 SPECIALTY PHARMACY, LLC;  
 23 and DOES 1-10, inclusive,

24 Defendants.

Case No. 14-cv-02986-LAB (DHB)

CLASS ACTION

STIPULATION OF VOLUNTARY  
 DISMISSAL PURSUANT TO FED. R.  
 CIV. PROC. 41(a)(1)(A)(II)

Judge: Hon. Larry A. Burns  
 Trial Date: Not Set

Complaint Filed: December 19, 2014

25  
 26 WHEREAS, on December 19, 2014, Plaintiff filed an action entitled *John*  
 27 *Doe One v. Aetna, Inc.; Aetna HealthCare, Inc., and Aetna Specialty Pharmacy,*  
 28 *LLC*, Case No. 14-cv-02986-LAB (DHB) (the “Action”), which was amended on

1 May 8, 2015 to add John Doe Two and John Doe Three, which was assigned to the  
 2 Honorable Larry A. Burns of the Southern District of California ("Court");

3 WHEREAS, based on a recently agreed to settlement that provides for notice  
 4 to current members of the ability to obtain most HIV Medications through a retail  
 5 pharmacist and an offer of reimbursement to members for certain direct out-of-  
 6 pocket expenses, the Parties have concluded that the claims asserted in this Action  
 7 should no longer be prosecuted on a class-wide basis;

8 WHEREAS, without any admission of liability on the part of either party, the  
 9 parties desire to avoid continued litigation of any remaining claims for relief;

10 WHEREAS, no class has been certified and no motion for class certification  
 11 is pending;

12 NOW THEREFORE,

13 In recognition of the foregoing, the parties stipulate that subject to the terms of  
 14 the Parties' Settlement Agreement, Plaintiffs' individual claims in the above-entitled  
 15 Action will and hereby are voluntarily dismissed with prejudice, and that the claims of  
 16 all other persons will and hereby are voluntarily dismissed without prejudice, against  
 17 Defendants pursuant to Fed. R. Civ. Proc. 41(a)(1)(A)(ii).

18  
 19 **Filer's Attestation:** Pursuant to this Court's Policies and Procedures  
 20 Manual, section 4, Alan M. Mansfield hereby certifies that concurrence in the filing  
 21 of this document has been obtained from all signatories.

22 /s/ Alan M. Mansfield

23  
 24 Dated: January \_\_, 2017

Respectfully submitted,

25 **WHATLEY KALLAS, LLP**

26 By: /S/Alan M. Mansfield  
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Dated: January \_\_, 2017

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