

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

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

Plaintiffs,

v.

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

Defendants.

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

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND QUALIFIED PROTECTIVE ORDER**

AND NOW, upon consideration of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all supporting materials, and the Parties' proposed Settlement Agreement (the "Settlement Agreement"), IT IS HEREBY ORDERED:

1. Unless defined herein, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. For settlement purposes only, the Court preliminarily finds that the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, are fair, reasonable,

adequate, and in the best interests of the Settlement Class Members, and are within the range of reasonableness for preliminary settlement approval.

3. The Court finds that the Settlement Agreement resulted from arm's-length negotiations between the Parties, including via a two-day in-person mediation overseen by an experienced mediator, and that the terms and conditions set forth in the Settlement Agreement warrant that written notice of the Settlement should be provided to the Settlement Class Members, after which, the Court will hold a Final Approval Hearing to consider whether final approval of the Settlement should be granted.

4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, the following Settlement Class:

all persons whose Protected Health Information and/or Confidential HIV-related information was allegedly disclosed improperly by Aetna and/or Aetna-related or affiliated entities, or on their behalf, to third parties, including Gibson, Dunn & Crutcher, LLP ("GDC") and Kurtzman Carson Consultants LLC ("KCC"), and/or to whom any written notice was mailed as required by the settlement of *Doe v. Aetna, Inc.*, No. 14-cv-2986 (S.D. Cal.) and *Doe v. Coventry Health Care, Inc.*, No. 15-cv-62685 (S.D. Fla.).

5. The Court preliminarily finds, for purposes of settlement only, that the litigation as to the claims against Aetna meet all prerequisites of Rule 23 of the Federal Rules of Civil Procedure, including that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. Plaintiffs' claims are typical of the claims of the Settlement Class Members;
- d. Plaintiffs and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class;

- e. Common questions of law and fact predominate over questions affecting only individual Settlement Class Members and accordingly, the Settlement Class is sufficiently cohesive to warrant settlement by representation; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. For settlement purposes only, the Court appoints Plaintiffs Andrew Beckett, Arizona Doe, California Doe, S.A., Colorado Doe, Connecticut Doe, DC Doe, Florida Doe, Georgia Doe, Illinois Doe, Indiana Doe, Kansas Doe, Maine Doe, Maryland Doe, Minnesota Doe, Mississippi Doe, Missouri Doe, Nevada Doe, NewHampshire Doe, NewJersey Doe, NewMexico Doe, NewYork Doe, NewYork Doe1, NewYork Doe2, NewYork Doe3, 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 as the Settlement Class Representatives.

7. The Court appoints Shanon J. Carson, E. Michelle Drake and Sarah R. Schalman-Bergen of Berger & Montague, P.C.; Ronda B. Goldfein of the AIDS Law Project of Pennsylvania; and Sally Friedman of the Legal Action Center, as Co-Lead Class Counsel for the Settlement Class.

8. Plaintiffs and Co-Lead Class Counsel are authorized to take all appropriate action required or permitted to be taken by the Settlement Agreement to effectuate its terms.

9. The Court appoints Angeion Group, LLC as the Settlement Administrator to provide notice to the Settlement Class and administer the Settlement pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is responsible for carrying out all tasks set forth in the Settlement Agreement that are assigned to the Settlement Administrator.

10. The Court finds that there is good cause for and a compelling need for the disclosure of the Class List to the Settlement Administrator for purposes of providing notice of the Settlement

and administering the Settlement, and for the adjudication of this case, and that there is not an alternative to implementing the Settlement that would involve the disclosure of more limited information to the Settlement Administrator, and therefore, it is hereby ordered that Aetna, within ten (10) business days after the Settlement Administrator executes an agreement in the form attached hereto as Exhibit “A” to be bound to this Order and the Protective Order that has been entered in this case, shall cause the Class List to be delivered to the Settlement Administrator, pursuant to this Order.

11. The Settlement Administrator and each of its employees, agents and/or others accessing information through the Settlement Administrator in this case, shall execute the form attached hereto as Exhibit “A” and the Protective Order that has been entered in this case.

12. In delivering the Class List to the Settlement Administrator, Aetna shall comply with the federal Health Information Portability and Accountability Act and all other applicable federal and state privacy laws.

13. Pursuant to 42 C.F.R. 164.512(e)(1)(v) and all other applicable federal and state privacy laws, the Settlement Administrator is: (a) prohibited from using or disclosing the protected health information received from Aetna for any purpose other than to carry out its duties set forth in the Settlement Agreement; and (b) required to return to Aetna or destroy the protected health information received from Aetna upon the conclusion of carrying out its duties as set forth in the Settlement Agreement.

14. The Court approves and authorizes the proposed plan for providing notice of the Settlement to the Settlement Class as set forth in the Settlement Agreement and its exhibits, and approves the proposed Notice of Settlement, Claim Form, and other exhibits. The Court finds that the proposed method of providing notice fully satisfies the requirements of due process, the Federal

Rules of Civil Procedure, and constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

15. All Settlement Class Members have the right to either opt out or object to the Settlement pursuant to the procedures and schedule set forth in the Settlement Agreement. The opt-out and objection deadlines shall be calculated as set forth in the Settlement Agreement and shall be included on the Notices where so indicated.

16. A Final Approval Hearing shall take place before the Honorable Juan R. Sanchez on _____, 2018, at _____, at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, to determine: (a) whether the proposed Settlement, on the terms and conditions provided for in the Settlement Agreement, is fair, reasonable, and adequate, and should be granted final approval; (b) the amount of any attorneys' fees and costs to Class Counsel; (c) the amount of any service awards that may be awarded to the Named Plaintiffs; and (d) the amount of fees and costs billed by the Settlement Administrator that are to be approved. The Court will also hear and consider any properly lodged objections under the process set forth in the Settlement Agreement. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to the Settlement Class Members.

17. A Settlement Class Member who wishes to object to any aspect of the Settlement must submit to the Settlement Administrator a written statement of the objection no later than sixty (60) days after the Notice of Settlement is mailed to Settlement Class Members. The written statement must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention. That written statement

shall contain the Settlement Class Member's printed name, address, telephone number, and date of birth, and any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection must contain the actual written signature of the Settlement Class Member making the objection. The Settlement Administrator shall provide Co-Lead Class Counsel and Counsel for Aetna with copies of any objections as they are received. The names of any objectors who affirmatively state in writing that they wish to use a pseudonym shall be held in strict confidence by Co-Lead Class Counsel and Counsel for Aetna and shall not be disclosed on the public record without the objector's written permission. A Settlement Class Member may object on his or her own behalf or through an attorney, however, even if represented, the Settlement Class Member must sign the objection and all attorneys who are involved in any way asserting objections on behalf of a Settlement Class Member must file a notice of appearance with the Court at the time when the objection is submitted. Co-Lead Class Counsel and Counsel for Aetna may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

18. Co-Lead Class Counsel shall file their Motion for Approval of Attorneys' Fees and Costs, and in support of any service awards to the Named Plaintiffs, no later than fourteen (14) days prior to the deadline for Settlement Class Members to object.

19. All proceedings in this case are stayed pending the Court's decision as to whether to grant final approval of the Settlement, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

20. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, or if final approval of the Settlement is not obtained (whether by this Court or any appellate court), then this Order, including the preliminary certification of the Settlement Class and appointment of Class Representatives and Co-Lead Class Counsel, shall be void and/or vacated, and this action shall proceed as though the certification and appointments never occurred, with Plaintiffs and Aetna being deemed to have reserved all their respective rights to propose or oppose any and all class certification issues.

21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with administering this Settlement that are not inconsistent with this Order or the Settlement Agreement.

22. To preserve the status quo pending this Court's determination on whether to grant final approval of the Settlement, it is hereby ordered under 28 U.S.C. § 1651 and Rule 23 of the Federal Rules of Civil Procedure that except as expressly provided in the Settlement Agreement, all Settlement Class Members are temporarily enjoined from commencing, continuing or taking any action in any judicial proceeding in any state or federal court or any other judicial or arbitral forum against the Released Parties with respect to any of the Released Claims, except that any individuals may move this Court at any time for an Order that they are an "opt out" pursuant to Paragraph 6.6 of the Settlement Agreement so that they can proceed on an individual basis with their own individual litigation. This injunction will terminate at the time the Court determines whether to grant final approval of the Settlement (unless converted into a permanent injunction in the Final Approval Order) and, prior to that time, any request for relief from the injunction shall be made to this Court.

23. This Court retains jurisdiction to consider all further matters and applications arising out of or connected with the Settlement Agreement.

IT IS HEREBY ORDERED:

Dated: January __, 2018

BY THE COURT:

JUAN R. SÁNCHEZ, J.

EXHIBIT A

I, _____, on behalf of _____ (“Settlement Administrator”), hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

A. I am a duly authorized representative of the Settlement Administrator and have the authority to bind the Settlement Administrator to this Agreement.

B. I have been given a copy of the Parties’ Settlement Agreement and Exhibits, and I have read the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Qualified Protective Order (“Preliminary Approval Order”) in *Beckett, et al. v. Aetna, Inc., et al.*, No. 2:17-CV-3864-JS (E.D. Pa.).

C. The Settlement Administrator, including its employees, agents and any other persons accessing information through the Settlement Administrator in connection with this case, agrees to be bound by the terms set forth in the Parties’ Settlement Agreement and the Court’s Preliminary Approval Order.

D. If the Settlement Administrator fails to abide by the terms of the Settlement Agreement and the Preliminary Approval Order, I understand that the Settlement Administrator may be subject to sanctions imposed by the Court.

Dated: January __, 2018

Print Name:
Title: