

If you participated in the Ohio Department of Health Drug Assistance Program and a mailing in August 2017 containing your protected health information was mailed, provided, or sent for delivery to you, your rights may be affected by a class action lawsuit.

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

- Certain participants in the Ohio Department of Health Drug Assistance Program (“OhDAP”) have sued Caremark, L.L.C. (“Caremark”), and Fiserv, Inc. and Fiserv Solutions, LLC (collectively, “Fiserv” and with Caremark, “Defendants”) claiming that they wrongfully disclosed OhDAP participants’ confidential, protected health information in mailings that were mailed, provided, or sent for delivery in August of 2017 (the “OhDAP Mailing”). Caremark and Fiserv dispute that they have done anything wrong and believe that they have complied with all applicable laws. The court has not decided which side is right.
- A Settlement has been reached in this lawsuit. Under the terms of the Settlement, Caremark will pay \$4,400,000 into a Settlement Fund. The Settlement will also require Caremark to maintain certain changes to its practices and provide additional training to appropriate employees on privacy.
- All OhDAP participants to whom the OhDAP Mailing was mailed, sent for delivery, or provided are members of the Settlement Class (and are referred to as Settlement Class Members). Settlement Class Members will be entitled to compensation from the Settlement Fund.
- If you are a Settlement Class Member, then you are part of this Settlement. Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Important: If this Notice was **not** sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the \$400 Base Payment.

Your Legal Rights and Options in this Lawsuit:	
Do Nothing	You will receive at least \$400 if you are a Settlement Class Member (i.e., if the OhDAP Mailing was mailed, provided, or sent for delivery to you). By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary benefits described in this Notice, including \$400. You will also give up the right to sue Caremark, Fiserv, and the State of Ohio on your own about the legal claims resolved by the Settlement.
File A Claim	You may receive additional money. If you file a claim, you may also be entitled to additional reimbursement of up to \$10,000 in non-reimbursed out-of-pocket expenses you claim result from the OhDAP Mailing, such as moving costs, counseling costs, and loss of income. In addition, if you claim to have suffered non-financial harm as a result of the OhDAP Mailing, such as emotional distress, you may be entitled to an additional reimbursement of up to \$2,500. All claims must be postmarked or submitted electronically by December 20, 2019 . Reminder: you do not have to file a claim to receive the \$400 automatic payment described above.

<p>Object</p>	<p>You may write to the Court about what you don't like about the Settlement. In order to object to the Settlement you must stay in the lawsuit and be bound by the Settlement and its releases. If you want to object, you must do so in writing and in accordance with the procedures in the Settlement (which are described in this Notice). Your written objection must be postmarked no later than December 20, 2019.</p>
<p>Opt-Out and Exclude Yourself</p>	<p>Get out of this Settlement. You will give up your right to any benefits from the Settlement. You will <i>not</i> receive the \$400 automatic payment described above or any other compensation. However, you will keep your rights to bring your own lawsuit. If you want to opt out and exclude yourself, you must do so in writing and in accordance with the procedures in the Settlement (which are described in this Notice). Your written opt-out notice must be postmarked no later than December 20, 2019.</p>

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

What This Notice Contains

1. WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?3

2. WHY SHOULD I READ THIS NOTICE?3

3. WHY IS THIS LAWSUIT A CLASS ACTION?4

4. HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT?4

5. WHAT ARE THE TERMS OF THE SETTLEMENT?4

6. WHAT AM I GIVING UP AS PART OF THIS SETTLEMENT?.....6

7. HOW DO I GET A PAYMENT?7

8. HOW DO I SUBMIT A CLAIM FORM?.....7

9. WHEN WILL I GET PAID?8

10. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?.....8

11. HOW DO I OBJECT TO THE SETTLEMENT?.....9

12. CAN CAREMARK RETALIATE AGAINST ME FOR PARTICIPATING IN THIS SETTLEMENT?.....10

13. WHO ARE THE ATTORNEYS REPRESENTING THE CLASS?10

14. HOW WILL THE ATTORNEYS FOR THE SETTLEMENT CLASS BE PAID?.....10

15. HOW WILL THE CLASS REPRESENTATIVES BE PAID?10

16. WHAT HAPPENS IF I DO NOTHING?10

17. WHO MAY I CONTACT IF I HAVE FURTHER QUESTIONS?10

1. What is this Lawsuit and Settlement About?

You are receiving this Notice because you have been identified as being part of a group of people whose protected health information (“PHI”) is alleged to have been disclosed improperly by Caremark and Fiserv (i.e., the Defendants), through mailings that were mailed, provided, or sent for delivery in August 2017 as part of Caremark’s administration of OhDAP.

The envelopes of these mailings had two clear glassine windows. One, in the upper left, contained the logo of “CVS/caremark,” the words “Ohio Department of Health,” and an address for the Ohio Department of Health. A second window contained the recipient’s name and address. These mailings are referred to as the “OhDAP Mailing.”

As a result of the OhDAP Mailing, certain OhDAP participants (referred to as “Plaintiffs”) filed two lawsuits against Caremark and Fiserv – *John Doe One, et al. v. CVS Health Corporation, et al.*, No. 2:18-cv-00238-EAS-CMV (S.D. Ohio) and *John Doe v. CVS Health Corporation, et al.*, No. 2:18-cv-00488-EAS-CMV (S.D. Ohio) (collectively, the “Doe Lawsuits”). In the Doe Lawsuits, Plaintiffs allege that OhDAP participants’ PHI was visible through the glassine window containing the recipient’s name and address and was improperly disclosed.

The Settlement resolves the Doe Lawsuits. The Settlement has been preliminarily approved by the United States District Court for the Southern District of Ohio (the “Court”), which is the federal court overseeing the Doe Lawsuits. This Notice provides information about the Doe Lawsuits, the Settlement, and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. The Court authorized sending this Notice to you. This is not a solicitation.

2. Why Should I Read This Notice?

You are receiving this Notice because Caremark’s records show that the OhDAP Mailing was mailed, provided, or sent for delivery to you. As a result, you are a member of the Settlement Class. Members of the Settlement Class are referred to as Settlement Class Members. Your rights are affected by the Settlement, so you should read this Notice carefully.

The Plaintiffs in the Doe Lawsuits allege that the OhDAP Mailing revealed Settlement Class Members’ PHI through a window of the envelope.

Following an extensive mediation process overseen by retired federal Magistrate Judge Morton Denlow, Plaintiffs and Defendants have reached a settlement that has been preliminarily approved by the Court overseeing the Doe Lawsuits. As a Settlement Class Member, you are entitled to a settlement payment of \$400 (four hundred dollars), with the opportunity to obtain additional compensation for financial harm and non-financial harm by filing a claim. **All Settlement Class Members who do not opt out shall automatically receive the applicable \$400 payment described above without submitting a Claim Form.**

Important: If this Notice was **not** sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the \$400 Base Payment.

You may submit a claim for an additional monetary award if you can demonstrate through the submission of reasonable proof that as a result of the OhDAP Mailing you suffered: (a) financial harm (meaning non-reimbursed out-of-pocket expenses), or (b) non-financial harm (meaning harm such as emotional distress). Settlement Class Members who meet these requirements can submit such a claim by filling out and returning the enclosed Claim Form or by submitting their Claim Form online at www.ohioprivacysettlement.com. Claim Forms must be postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) no later than **December 20, 2019**.

If you choose to file a claim you can do so using your unique Class Member ID to protect your privacy. Your Class Member ID is: 31083XXXXXXXX.

As noted above, the Court has preliminarily approved this Settlement as fair and reasonable and authorized this Notice to be sent to you. The Court will hold a hearing to consider whether the Settlement should be finally approved, as well as whether to approve requested attorneys' fees, costs and expenses, service awards, and Settlement Administrator fees and costs, among other things. The Court will hold this Final Approval Hearing on **January 14, 2020** at 10:00 a.m., at Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215. Additional information about this case and the Settlement can be found at www.ohioprivacysettlement.com.

3. Why is this Lawsuit a Class Action?

In a class action, one or more people called representative plaintiffs or class representatives sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. Here, in this Settlement, the Plaintiffs are the Class Representatives, and this Settlement resolves the claims of all Settlement Class Members who do not opt out of the Settlement. Details about the Settlement, including the Settlement benefits as well as what Settlement Class Members are giving up in this Settlement, are set forth in this Notice and in the Settlement.

The Court did not issue a ruling in favor of the Plaintiffs or Defendants. Rather, both sides, with the assistance of a mediator, agreed to a settlement. The Settlement is not an admission that Defendants did something wrong, but rather is a compromise to end the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class.

4. How Do I Know if I am Included in the Settlement?

You are included in the Settlement if the OhDAP Mailing was mailed, provided, or sent for delivery to you. Information about the OhDAP Mailing is set forth above in Question 1.

5. What Are the Terms of the Settlement?

Under the terms of the Settlement, a copy of which is available at www.ohioprivacysettlement.com, Caremark has agreed to pay the cash amount of \$4,400,000 (the "Settlement Fund") to settle all claims arising out of or relating the OhDAP Mailing, the alleged disclosure of PHI (and other sensitive health-related information), and/or the facts and allegations in the Doe Lawsuits. For a more detailed description of the claims that Settlement Class Members are releasing, please see Question 6. None of this money will ever be returned to Caremark.

The Settlement Fund will be used to pay: (a) the Settlement Payments to all Settlement Class Members; (b) all settlement administrator fees and costs approved by the Court; (c) all attorneys' fees, costs, and expenses approved by the Court; and (d) all service awards to the Class Representatives approved by the Court. The "Net Settlement Fund" is the amount left in the Settlement Fund after the Court-approved deductions for settlement administrator fees and costs, attorneys' fees and costs, and service awards.

In addition to creating the Settlement Fund, Caremark has agreed to continue its prior modification to the OhDAP program number that removes letters that allegedly revealed PHI and provide privacy training regarding Caremark's requirements under HIPAA and applicable federal and state privacy laws as appropriate to Caremark's specialty account implementation teams primarily responsible for managing the OhDAP relationship.

The Settlement Payments to Settlement Class Members will be calculated as follows:

- A. **Base Payment:** All Settlement Class Members who do not opt out will automatically receive a “Base Payment” of \$400, without having to submit a Claim Form. In other words, you do not need to do anything to receive \$400. Depending on the amount of approved Claimant Awards (described below), the Base Payment may exceed \$400. It will not be less than \$400.
- B. **Claimant Award:** Each Settlement Class Member who does not opt out may also submit a Claim Form and any required supporting documentation to apply for an additional monetary award if they believe that as a result of the OhDAP Mailing they suffered financial harm and/or non-financial harm. To be considered timely and valid, all Claim Forms and supporting documentation must be postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) no later than **December 20, 2019**. The Court-appointed Settlement Administrator will receive and review all completed Claim Forms and will calculate all Claimant Awards. Claimant Awards shall be based on the total of: (a) the Claimant’s Financial Harm Award; and (b) the Claimant’s Non-Financial Harm Award.
- i. **Financial Harm Award.** A Claimant’s Financial Harm Award shall be calculated by the Settlement Administrator and shall include all reasonable non-reimbursed out-of-pocket expenses incurred by the Claimant up to \$10,000 that were a result of the OhDAP Mailing, including, for example, any moving costs, counseling costs, loss of income, or other non-reimbursed out-of-pocket expenses upon a showing of reasonable proof. The term “reasonable proof” means the submission to the Settlement Administrator by the Claimant of receipts, invoices, credit card statements, medical records, insurance records, copies of returned checks, and/or any other reasonable form of written proof of non-reimbursed out-of-pocket expenses incurred as a result of the OhDAP Mailing.
- ii. **Non-Financial Harm Award.** A Claimant’s Non-Financial Harm Award shall be calculated by the Settlement Administrator based upon the Claimant’s answers on their Claim Form using the objective point-scoring system as set forth in Exhibit H to the Settlement Agreement. All answers given on the Claim Form shall be true and correct to the best of the Claimant’s knowledge.
- iii. **Amount of Claimant Awards.** Claimant's may receive up to \$10,000 for financial harm as calculated by the Settlement Administrator and up to \$2,500 for non-financial harm as calculated by the Settlement Administrator, for a total maximum of up to \$12,500 in addition to the minimum Base Payment described above. The amount that each Settlement Class Member will receive as a Claimant Award is subject to a pro rata reduction based upon the total amount of all timely and valid claims for a Financial Harm Award and Non-Financial Harm Award as set forth in Exhibit H to the Settlement Agreement.
- iv. Your minimum Base Payment may be *increased* (but never decreased) depending on the amount of valid Claimant Awards and other circumstances as described in Exhibit H to the Settlement Agreement.
- C. **Timing of Payments.** The Court will hold a hearing on **January 14, 2020** to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.
- D. **Remaining Funds/ Uncashed Checks.** If after deducting the Base Payments for all Settlement Class Members, deducting all Claimant Awards, payment of all fees and costs to the Settlement Administrator, and the passing of the deadline for negotiating all Settlement checks, there is money remaining in the Net Settlement Fund, then the remaining money shall be distributed *pro rata* (based on number of Settlement Class Members who have not opted out of the Settlement) to all Settlement Class Members who have not opted out of the Settlement. If not administratively and/or economically feasible (for instance, the cost of a subsequent *pro rata* distribution exceeds the amount of remaining money) to make a *pro rata* distribution, then Co-Lead Class Counsel will make an

application to the Court to approve a final distribution to a *cy pres* entity, which shall be mutually agreed upon by Co-Lead Class Counsel and Caremark.

6. What am I giving up as part of this Settlement?

In order to obtain your Settlement benefits you will give up the rights to sue Caremark and its Affiliates, Fiserv and its Affiliates, and Ohio (defined in the Settlement to include, among others, the Ohio Department of Health and OhDAP) for any claims related to the OhDAP Mailing, as described in greater detail below and in the Settlement.

The release in the Settlement Agreement provides:

“In consideration of the benefits provided to Settlement Class Members as described in this Settlement Agreement, upon the Effective Date, each Plaintiff and Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively, the “Releasers”), shall automatically be deemed to have, and by operation of the Final Approval Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Incident, OhDAP Mailing, the facts, circumstances, or allegations in Consolidated Complaint, and/or the facts, circumstances, or allegations in the above-captioned litigation (i.e., in either 2:18-cv-238-EAS-CMV or 2:18-cv-00488-EAS-CMV) (collectively, the “Released Claims”).”

“For the avoidance of doubt and without limiting the scope of Section 7.1, the Released Claims as defined in Section 7.1 include, without limitation, any claims, causes of actions, remedies, or damages that were asserted in the above-captioned litigation (i.e., in either 2:18-cv-238-EAS-CMV or 2:18-cv-00488-EAS-CMV), and any claims, causes of actions, remedies, or damages that could have been asserted in the above-captioned litigation (i.e., in either 2:18-cv-238-EAS-CMV or 2:18-cv-00488-EAS-CMV) that result from, arise out of, are based upon, or relate to the Incident, OhDAP Mailing, the facts, circumstances, or allegations in Consolidated Complaint, and/or the facts, circumstances, or allegations in the above-captioned litigation (i.e., in either 2:18-cv-238-EAS-CMV or 2:18-cv-00488-EAS-CMV). For the further avoidance of doubt and without limiting the scope of Section 7.1, the Released Claims as defined in Section 7.1 also include, without limitation, any claims that a Releaser may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under Ohio’s HIV-Disclosure Law, Ohio Rev. Code Ann., §§ 3701.243, *et seq.*, Ohio’s Insurance Information and Privacy Protection Act, Ohio Rev. Code §§ 3904.01, *et seq.*, California Business & Professions Code § 17200 *et seq.*, California Civil Code § 1750 *et seq.*, California Civil Code § 1798.80 *et seq.*, California Civil Code § 56.10 *et seq.*, and any similar statutes or data breach notification statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence (including a “*Biddle*” claim under Ohio law), bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief, that result from, arise out of, are based upon, or relate to the Incident, OhDAP Mailing, the facts, circumstances, or allegations in Consolidated Complaint, and/or the facts, circumstances, or allegations in the

above-captioned litigation (i.e., in either 2:18-cv-238-EAS-CMV or 2:18-cv-00488-EAS-CMV). Notwithstanding the foregoing, Released Claims do not include any claims arising out of any acts or omissions by the Released Parties after the Effective Date, except as expressly provided in Sections 3.9 and 10.6 of the Settlement Agreement.”

7. How Do I Get a Payment?

You will *automatically* receive a minimum payment of \$400 without doing anything if you are a Settlement Class Member and do not opt out of the Settlement. If you claim you have been harmed by the OhDAP Mailing, you may submit a Claim Form for *additional* compensation, as described in this Notice.

Important: If this Notice was **not** sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the \$400 Base Payment.

8. How Do I Submit a Claim Form?

Please note that the Claim Form is solely for Settlement Class Members who do not opt out who claim to have been harmed as a result of the OhDAP Mailing. **If you have not suffered financial harm or non-financial harm as a result of the OhDAP Mailing, then do not fill out the Claim Form. You will automatically receive the applicable \$400 Base Payment described above if you do not opt out.**

In order to be considered valid and timely, Claim Forms must be postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) on or before **December 20, 2019**.

You have several options for submitting a Claim Form:

1. Complete this Claim Form (you may also download a Claim Form from the Settlement Website using your Class Member ID or by contacting the Settlement Administrator). Then return the completed Claim Form along with any accompanying documents using the enclosed self-addressed stamped envelope. No postage is required if mailed from within the United States; *or*
2. Complete the enclosed Claim Form, scan the completed Claim Form and any accompanying documents, and then upload those documents using the Settlement Website’s HIPAA-complaint secure portal; *or*
3. Complete the electronic version of the Claim Form on the Settlement Website and submit the electronic Claim Form, along with any accompanying documents, online through the Settlement Website’s HIPAA-complaint secure portal. The Settlement Website is: www.ohioprivacysettlement.com.

In order to assure your privacy in filing a claim, you may use your Class Member ID number provided in this Notice -- You are NOT required to provide your name but can if you choose to do so. Additionally, if you choose to submit a claim online, it is recommended that you do not use an employer-based computer. It is also recommended that you use a secure internet connection to transmit your claim form in order to avoid any potential loss of privacy.

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at 1-833-253-8060. For additional information about the Settlement, please visit www.ohioprivacysettlement.com. You do not have to provide your name in order to obtain information from the Settlement Administrator and can use your unique Class Member ID number.

If you decide to fill out and return the Claim Form, all information you provide will be kept strictly confidential by the Settlement Administrator.

Important -- If this Notice was not sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST**

contact the Settlement Administrator to receive any benefits under this Settlement, including the \$400 Base Payment. It is also your responsibility to let the Settlement Administrator know if your mailing address changes at any time before you receive a Settlement Payment or if you want future mail sent to a different mailing address. If you fail to keep your address current, you may not receive your benefits under the Settlement.

9. When Will I Get Paid?

The Court will hold a hearing on **January 14, 2020** to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

10. How do I exclude myself from the Settlement?

If you wish to exclude yourself from the Settlement (also known as “opting out of” the Settlement) so that you do not receive any Settlement benefits and are not bound by any releases in the Settlement, then you must submit a written request to opt out to both Settlement Administrator and Counsel for Defendants at the addresses below stating “I wish to exclude myself from the Settlement Class in *John Doe One., et al. v. Caremark, LLC et al.*, No. 2:18-cv-00238-EAS-CMV (S.D. Ohio)” (or substantially similar clear and unambiguous language). The written opt out request must contain your printed name, address, telephone number, email address, date of birth, and your (i.e., the Settlement Class Member’s) actual written signature. Requests to opt out cannot be made on a group or class basis. The written request to opt out must be sent to (i) the Settlement Administrator, (ii) Counsel for Caremark, *and* (iii) Counsel for Fiserv at the addresses set out below in response to Question 11 and **postmarked** no later than **December 20, 2019**.

Any person who timely and validly requests to opt out of the Settlement will **not** be entitled to any Settlement benefits. (For instance, a person who opts out will **not** receive the \$400 automatic payment and will **not** be entitled to any other benefits from the Settlement.) Moreover, any person who timely and validly requests to opt out of the Settlement will **not** be bound by the Settlement (including its releases) and will **not** have any right to object or appeal.

All Settlement Class Members who do **not** timely and properly opt out of the Settlement Class will in all respects be bound by all terms of the Settlement and the Final Approval Order (including without limitation all releases in the Settlement and Final Approval Order), and upon the Effective Date, will be entitled to all benefits described in the Settlement Agreement.

You may withdraw your request for exclusion by submitting a written request to (i) the Settlement Administrator, (ii) Counsel for Caremark, and (iii) Counsel for Fiserv at the addresses set out below in response to Question 11 stating your desire to revoke their request for exclusion along with your written signature, so long as the revocation request is received no later than three (3) days prior to the Final Approval Hearing (the date, location, and time of which is set forth in response to Question 11).

Please note that by submitting a request to opt out you consent to Counsel for Defendants sharing your name, address, and other such information relating to your opt-out (or revocation of opt out) with Defendants and to the Settlement Administrator sharing this same information (i.e., your name, address, and other such information relating to your opt-out (or revocation of opt out)) with Defendants and Counsel for Defendants. However, please know that Defendants and Counsel for Defendants will use this information solely to the extent necessary for enforcing the Settlement (or as otherwise provided in the Settlement) and shall maintain the confidentiality of this information.

11. How Do I Object to the Settlement?

If you wish to remain in the Settlement and accept the Settlement’s benefits but submit an objection to the Settlement, you must submit a written objection to the Settlement explaining why you believe that the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to object to any aspect of the Settlement must submit a written statement of the objection. To be valid, the written objection must comply with the requirements below and be sent to the Settlement Administrator at the address below, postmarked no later than **December 20, 2019**.

The written statement must include (i) the printed name, address, telephone number, and date of birth of the objector; (ii) a detailed statement of all of the objector’s objection(s); (iii) the specific reasons for each objection, including any evidence, legal authority, supporting papers, materials, and briefs the objector contends support the objection and wishes to bring to the Court’s attention; (iv) the name and contact information for all counsel representing the objector; (v) a list of all persons who will be called to testify at the final approval hearing in support of the objection; (vi) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (vii) the actual written signature of the Settlement Class Member making the objection.

Following receipt, the Settlement Administrator will submit your objection to the Court. The Settlement Administrator will submit the objection either for *in camera* reviewing (meaning it is only viewable by the Court and the Court’s staff), or the Settlement Administrator will submit the objection in the public docket *but with all personally identifying information redacted*.

You may object on your own behalf or through an attorney. However, even if represented, you must sign the objection and all attorneys who are involved in any way asserting objections on your behalf must file a notice of appearance with the Court at the time when the objection is submitted, or as the Court may otherwise direct.

Please note that by submitting an objection you consent to the Settlement Administrator disclosing to Co-Lead Class Counsel and Counsel for Defendants your name and other identifying information but only to the extent that Co-Lead Class Counsel and Counsel for Defendants agree that this information is necessary to adequately respond to the objection.

You may also attend the Final Approval Hearing set for **January 14, 2020** in Courtroom 301 of Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. If you (and/or your attorney) would like to appear and speak at the Final Approval Hearing you (and/or your attorney) must file with the Court, by fourteen (14) days prior to the hearing, a written notice of your intention to appear at the Final Approval Hearing, including a statement of any evidence or exhibits that will be presented.

Address Information		
Settlement Administrator	Counsel for Caremark	Counsel for Fiserv
Settlement Administrator PO Box 2240 Philadelphia, Pa 19103-2240	Donald M. Houser ALSTON & BIRD LLP 1201 West Peachtree Street Atlanta, GA 30309	Megan B. Poetzel JENNER & BLOCK LLP 353 N. Clark Street Chicago, IL 60654-3456

12. Can Caremark Retaliate Against Me For Participating In This Settlement?

No. Defendants agree that they shall not retaliate against any Plaintiff, Class Representative, or Settlement Class Member in any fashion for having participated in this litigation and/or Settlement Agreement, including, without limitation, with respect to the provision, reduction, limitation or denial of any health insurance or pharmacy benefits.

13. Who Are The Attorneys Representing The Class?

The attorneys who represent the Settlement Class are Joel Strauss and Matthew B. George of Kaplan Fox & Kilsheimer, LLP; Matthew R. Wilson of Meyer Wilson, Co., L.P.A.; Alan Mansfield and Henry Quillen of Whatley Kallas LLP; Terry L. Kilgore of the Law Offices of Terry L. Kilgore; Gerald S. Flanagan of Consumer Watchdog; and Marnie C. Lambert of Lambert Law Firm, LLC.

14. How Will The Attorneys For The Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that attorneys' fees and costs will be paid from the Settlement Fund subject to the approval of the Court. The attorneys' request for fees will not exceed thirty-three and one third percent (33 1/3%) of the Settlement Fund plus reimbursement of reasonable out-of-pocket costs. The request for attorneys' fees, along with other information about the Settlement, will be available on the Settlement Website.

15. How Will The Class Representatives Be Paid?

Each of the four (4) Class Representatives who initiated these lawsuits as "John Does" will be provided up to \$3,500 for their willingness to be plaintiffs in this action and for their services to the class. The service awards will take up no more than \$14,000 of the entire Settlement Fund and are subject to Court approval.

16. What Happens if I Do Nothing?

You will receive at least \$400 if you are a Settlement Class Member (i.e., if the OhDAP Mailing was mailed, provided, or sent for delivery to you). By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary benefits described in this Notice, including the \$400 Base Payment, which may be increased (but not decreased). You will also give up the right to sue Caremark, Fiserv, and Ohio on your own about the legal claims resolved by the Settlement as described in this Notice and in the Settlement.

17. Who May I Contact If I Have Further Questions?

If you need more information or have any questions, you may contact the Settlement Administrator using the information below. Please refer to www.ohioprivacysettlement.com.

Settlement Administrator

PO Box 2240

Philadelphia, Pa 19103-2240

Phone: 1-833-253-8060

Website: www.ohioprivacysettlement.com

This Notice only summarizes the Lawsuit, the Settlement and related matters. For more information, you may also inspect the Court files at the Office of the Clerk, United States District Court located at Joseph P. Kinneary U.S. Courthouse, Room 121, 85 Marconi Boulevard, Columbus, Ohio 43215 from 9:00 a.m. to 4:00 p.m., Monday through Friday.

PLEASE DO NOT CONTACT THE COURT.