

**IMPORTANT NOTICE ABOUT YOUR
2014 HEALTH NET PPO HEALTH PLAN**

If you were enrolled in an individual or family Health Net Preferred Provider Organization (“PPO”) health plan in 2014 and received out-of-network care, you may be entitled to a payment under a class action settlement.

A California Court authorized this notice. This is not a solicitation from a lawyer. This notice may affect your legal rights—please read it carefully. A settlement has been proposed in a lawsuit against Health Net of California, Inc. and Health Net Life Insurance Company (“Health Net”) alleging Health Net misrepresented which medical providers were participating in its individual and family plans’ networks. Under the settlement:

- **Actions to Ensure Provider List Accuracy:** Health Net has taken and will continue to take actions to ensure the accuracy of the information in its medical provider directories.
- **Disclosures regarding coverage:** Health Net will make certain disclosures designed to assist consumers’ understanding of their coverage and support access to care.
- **Protections against unexpected out-of-network charges:** Under the settlement, consistent with Insurance Code section 10133.15(q) and Health and Safety Code section 1367.27(q), Health Net agrees to treat any out-of-network provider as in-network for billing purposes if that provider is represented as in-network by Health Net and a member relies on that network status when seeking medical services.
- **Claims Process:** The settlement will also provide payments, from an uncapped fund, to California residents who were enrolled in Health Net individual and family PPO plans who had out-of-pocket expenses in 2014 caused by the representation of an out-of-network medical professional as in-network.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	<u>The only way to get a payment.</u> The Claims Administrator has mailed claims forms. You may also download a copy from the settlement website. You have until June 25, 2018 to complete and return the claim form.
EXCLUDE YOURSELF (“Opt-Out”)	You will not receive a payment or other benefits under this settlement. This is the only option that allows you to be part of any other lawsuit against Health Net relating to the legal issues <i>in this Action</i> and the only option through which you can seek a recovery for damages (such as for personal injuries or emotional distress) other than the cost of the out-of-network treatment. The deadline to opt-out is June 25, 2018 .
OBJECT	You may write to the Court about why you do not like the settlement no later than June 25, 2018 .
DO NOTHING	If you do not submit a claim form and do not Opt-Out, you will receive no payment and you will not be able bring a lawsuit against Health Net about the legal issues <i>in this Action</i> for losses incurred in 2014.

Your rights and options – and the deadlines to exercise them – are explained in this notice. The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made after the Court grants final approval of the settlement and any appeals are resolved. Please be patient.

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QUESTIONS? CALL (888) 264-1304, OR VISIT www.NetworkSettlement.com
SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL (888) 264-1304

BASIC INFORMATION

1. Why should I read this notice?

A Court authorized this notice because you have a right to know about a proposed settlement in a lawsuit against Health Net and all of your options before the Court decides whether to give final approval to the settlement. This notice tells you: (1) about the terms of a proposed settlement, including the available benefits, (2) how the lawsuit and the settlement affect your legal rights, and (3) how to object or exclude yourself if you do not like the settlement.

The lawsuit is named *Rebecca Lehman, et al. v. Health Net of California, Inc., et al.*, Los Angeles County Superior Court Case No.: BC567361 (“the Action”). Judge Kenneth R. Freeman of the Superior Court of the State of California for the County of Los Angeles is overseeing the Action. The people who sued are called the “Plaintiffs.” Health Net is the “Defendant.”

2. What is the Action about?

During the Affordable Care Act’s (“ACA’s”) designated enrollment periods, Health Net offered new individual and family Preferred Provider Organization (“PPO”) plans, Health Maintenance Organization (“HMO”) plans, Exclusive Provider Organization (“EPO”) plans, and Health Care Service Plans (“HSP”) to consumers in California. The Action claims that Health Net made misleading representations and omissions to consumers regarding the provider networks available under the plans.

Health Net denies any wrongdoing related to the claims in the Action.

3. Why is this a class action?

In a class action, people called Class Representatives sue on behalf of other people who have similar claims, called the Class or Class Members. The Class Representatives in this case are Plaintiffs Rebecca Lehman and Heather Womick. In a class action, one court resolves the claims for all Class Members, except for people who want to exclude themselves (“opt-out”) from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Health Net. Instead, the Parties have entered into a Settlement Agreement. Settling saves the time, expense, and uncertainty of litigation. It also provides Class Members immediate relief, rather than waiting for possible relief years from now, or possibly receiving nothing.

5. How do I know if I am part of the settlement?

You are included in the settlement and can potentially get payment under the settlement if you were enrolled in a Health Net individual and family PPO plan in 2014 and obtained services from an out-of-network medical professional, claims for which were previously submitted to Health Net by you or the out-of-network medical professional. The settlement only applies to PPO plans purchased by individuals and families for 2014, not employer-provided health plans.

Excluded from the Class are (i) any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff; (ii) any person who has entered into a written settlement agreement with Health Net with respect to a 2014 Health Net individual and family PPO plan, which releases the same claims released under the Settlement Agreement; and, (iii) any person who timely opts-out of the Class.

Consumers who were enrolled in Health Net’s individual and family HMO plans, EPO plans, and HSP plans are not Class Members and are not releasing any claims under this settlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does this settlement provide?

Claims Process: Settlement Class Members must submit a claim to get a payment under the settlement by June 25, 2018. Settlement Class Members who incurred Out-of-Pocket Expenses for health care services from an out-of-network medical professional the Settlement Class Member believed was in-network based on inaccurate information received from Health Net (“Out-of-Network Medical PPO Professional”) may be reimbursed for those Out-of-Pocket Expenses. The settlement does not apply to hospital, facility and lab charges.

Settlement Class Members must submit a claim form to get a payment under the settlement. Settlement Class Members who submit the claim form are eligible to receive a payment for 100% compensation of Out-of-Pocket Expenses for losses incurred in 2014 resulting from any provider network misinformation or confusion.

There is no cap on the fund to pay valid claims submitted so that all Settlement Class members can recover 100% reimbursement of their Out-of-Pocket Expenses for losses incurred in 2014.

“Out-of-Pocket Expenses” means the amounts that a Settlement Class Member paid, or amounts that have been the subject of active collection efforts within the last 90 days, for health care services rendered to the Settlement Class Member by Out-of-Network Medical PPO Professionals that, but for the professional’s out-of-network status, would otherwise have been covered as in-network health care services under the terms of the Settlement Class Member’s applicable Certificate of Insurance or Evidence of Coverage and which are not subject to any other limitation or exclusion, including but not limited to co-pays, deductibles and co-insurance.

“Out-of-Pocket Expenses” does not include expenses that have been (1) covered or reimbursed by any third-party payor entity, health care service plan, insurance contract (including, but not limited to, any applicable disability, workers’ compensation, group, individual, or employer self-funded coverage), or from the proceeds of any judgment or settlement; or (2) released, discharged, or barred.

You may be entitled to make a claim for the reimbursement of Out-of-Pocket Expenses you paid to Out-of-Network medical professionals with dates of service in 2014 if you believed those medical professionals were participating in your Health Net individual PPO provider network based on information you may have received from Health Net regarding that professional’s in-network status.

You must submit a valid claim in order to receive payment. The Claims Administrator may deny your claim if, for example, you do not submit the required documentation supporting your claim. You may appeal the denial and that appeal will be decided by an independent reviewer. The decision of the independent reviewer shall be final and binding.

Changes to practices for four years: Additionally, Health Net has agreed to make changes to its practices for four years consistent with Insurance Code section 10133.15(q) and Health and Safety Code section 1367.27(q). Health Net will treat any out-of-network PPO provider as in-network for billing purposes if that provider is represented as in-network and a member relies on that network status when seeking medical services.

Health Net also agrees to make certain disclosures and remedial measures with respect to its HMO plans, EPO plans, and HSP plans:

HMO Plans: Health Net agrees, for a period of four (4) years from the Settlement Effective Date, to disclose that in order to access a specialist in Health Net’s Community Care HMO network, members must receive a referral from their primary care physicians (“PCPs”). The HMO disclosures will appear on any informational and advertising materials – including downloadable sales brochures and webpages – that specifically name the Community Care network.

EPO/HSP Plans: Health Net agrees, for a period of four (4) years from the Settlement Effective Date, to make the following disclosure prominently in all materials and communications to members and potential members

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including informational materials, advertising materials, downloadable sales brochures and webpages: Health Net does not provide any coverage for out-of-network claims under EPO and HSP plans.

Remedial Measures: Health Net has taken the following actions in order to ensure the accuracy of the information in its network provider directories:

- Established a dedicated Data Integrity Unit responsible for oversight of activities contributing to data integrity, including accuracy of provider directories;
- Conducts a quarterly participating physician group (PPG) roster review to monitor and track that all rosters are reviewed and identified changes are made in Health Net systems;
- Conducts quarterly Provider Demographic Data Integrity self-audits to measure the accuracy for physician demographic data; and
- Expanded the data integrity process to work with an outside vendor to validate demographic data for directly contracting physicians.

Only those Settlement Class Members described in Q. 5, above, are releasing claims under this settlement. Consumers who were enrolled in Health Net's individual and family HMO plans, EPO plans, and HSP plans are not releasing any claims under this settlement.

7. What do I need to do to receive a payment I am due?

You must submit the Claim Form for Out-of-Pocket Expenses for Out-of-Network Professional Services and certain documentation.

The Claims Administrator has mailed claims forms. You may also download a copy from the settlement website: www.NetworkSettlement.com

You have until June 25, 2018 to complete and return the claim form.

Mail your completed claim form to the Claims Administrator at the following address:

Lehman v. Health Net of California, Inc.
c/o GCG
P.O. Box 10573
Dublin, Ohio 43017-7273

8. Do all Class Members get a payment?

No. Settlement Class Members who did not pay more out-of-pocket because they received medical services in 2014 from an Out-of-Network Medical Professional will not be eligible to receive a payment under the settlement.

All Settlement Class Members and other California consumers will benefit from Health Net's agreement to make changes to its practices for four years, including its agreement to treat any out-of-network PPO individual and family plan provider as in-network for billing purposes if it is reasonably established that the provider is represented as in-network by Health Net and a member relies on that network status when seeking medical services. Health Net also agrees to make certain disclosures and remedial measures with respect to its HMO plans, EPO plans, and HSP plans even though the Settlement Class includes only members of PPO health plans. For more information regarding these measures visit www.NetworkSettlement.com.

9. When would I get my payment (if I qualify)?

The Court will hold a Final Fairness hearing on July 12, 2018 at 11:00 am to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals that follow. Payments will be made after any appeals are resolved and if the settlement remains in effect. The attorneys do not yet know whether any appeals will be filed. Check www.NetworkSettlement.com periodically for an update on the status of these

proceedings. The date of the Fairness Hearing is subject to change. Please check the settlement website for updates.

10. How long do I have to cash my settlement check?

Settlement Class Members have 120 calendar days after their settlement check is mailed to cash their settlement checks.

11. What happens if I don't cash my settlement check?

Settlement checks that are not cashed within 120 days after mailing of the check (or 60 days after mailing of a replacement check) will be void and a stop payment will be placed on the checks. If you do not cash your check, you waive any right to any portion of the settlement and you will be bound by the Settlement Agreement.

As required by Code of Civil Procedure section 384, any uncashed settlement checks will be paid as follows: (1) Twenty-five percent to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund; (2) Twenty-five percent to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and, (3) Fifty percent to the *cy pres* recipient selected by the Parties, the Disability Rights Legal Center (<http://drlcenter.org/>).

12. What happens if I lose my settlement check?

Settlement Class Members who have lost a settlement check can request in writing that a new check be issued by contacting the Claims Administrator at the address below. You must request a replacement check within 120 calendar days of the date of the original settlement check. **Do not call or write Health Net or Health Net's lawyers for information or advice about this lawsuit.**

Address:
Lehman v. Health Net of California, Inc.
c/o GCG
P.O. Box 10573
Dublin, Ohio 43017-7273

Toll-Free Number: 1 (888) 264-1304

13. What will happen in the future if a provider is represented as in-network but is later treated as out-of-network by Health Net?

As part of the settlement, consistent with Insurance Code section 10133.15(q) and Health and Safety Code section 1367.27(q), for a period of four years for individual and family PPO plans Health Net will treat any out-of-network provider as in-network for billing purposes if it is reasonably established that the provider was represented as in-network and a member relies on that network status when seeking medical services. If, by any means of communication, including, but not limited to, a phone call, written correspondence, or an appeal/grievance, a member informs Health Net that an out-of-network provider was represented to that member as in-network, Health Net shall pay providers and/or reimburse members at the in-network level.

14. Who benefits from Health Net's agreement to treat providers represented as in-network as in-network for billing purposes?

All Settlement Class Members and other California consumers enrolled in individual and family PPO plans will benefit from Health Net's agreement to treat, for four years, any provider as in-network for billing purposes if that provider is incorrectly represented as in-network and a member relies on that network status when seeking medical services.

15. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are included in the Settlement Class. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Health Net relating to the legal issues *in the Action* and you cannot seek a recovery for any damages (such as for personal injuries or emotional distress) *other than* the cost of the out-of-network treatment as defined above and in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you.

Consumers who were enrolled in Health Net's individual and family HMO plans, EPO plans, and HSP plans are not Class Members and are not releasing any claims under this settlement.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you do nothing, you will get no payment under the settlement. You must submit a claim form in order to be eligible for a payment under the settlement.

If you do nothing, you cannot sue, continue to sue, or be part of any other lawsuit against Health Net relating to the legal issues *in this Action* for losses incurred in 2014.

OBJECTING TO THE SETTLEMENT

17. Can I object to the settlement?

Yes. If you do not opt-out of the settlement, you have the right to object to the proposed settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views.

18. How do I object to the settlement?

Your objection must:

- (a) Identify the case name and number (*Rebecca Lehman, et al. v. Health Net of California, Inc., et al.*, Los Angeles County Superior Court Case No.: BC567361);
- (b) Identify yourself as a Settlement Class Member;
- (c) Attach copies of materials you will submit to the Court or present at the Fairness Hearing (if any);
- (d) Be signed by you; and
- (e) Clearly state in detail: (1) the legal and factual ground(s) for the objection; (2) your name, address and, if available, telephone number; and (3) if represented by counsel, such counsel's name, address and telephone number.

To have your objection or comment considered by the Court, your written objection or comment must be postmarked no later than June 25, 2018 and mailed to the following address:

Lehman v. Health Net of California, Inc.
c/o GCG
P.O. Box 10573
Dublin, Ohio 43017-7273

19. Who resolves any disputes over the settlement?

The Honorable Kenneth R. Freeman of the Los Angeles Superior Court, who is presiding over the Action, will consider your objections and decide disputes regarding any aspect of your participation in the settlement, including whether or not you are a Settlement Class Member. **Do not call or write the Court directly about the Action.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement but want to keep your right to sue or continue to sue Health Net on your own about the legal issues in the Action, then you must follow the steps outlined below. This is called excluding yourself—or is sometimes referred to as “opting-out” of the Settlement Class.

20. What happens if I don’t exclude myself (opt-out)?

If you do not opt-out of the settlement, you may be entitled to a payment under the settlement if you submit a claim form with all required information by the deadline. However, you will not be able to sue Health Net on the legal issues *in the Action* for losses incurred in 2014.

21. What happens if I exclude myself (opt-out)?

If you opt-out of the settlement, you will not be entitled to a payment under the settlement and you cannot object to the settlement. However, you may be able to sue Health Net on the legal issues in the Action.

22. How do I exclude myself (opt-out)?

Any Class Member who wishes to be excluded from the Settlement Class can only opt-out for himself or herself and cannot opt-out for any other person or any group of persons (with the exception of a Class Member acting on behalf of minor children), nor can any person within the Class authorize any other person to opt-out on his or her behalf (with the exception of a caregiver acting on behalf of a Settlement Class Member who requires such assistance).

In order to exclude yourself or someone else as set forth above, you must send a written request to the address listed below. Your written opt-out request must:

- (a) Identify the case name and number (*Rebecca Lehman, et al. v. Health Net of California, Inc., et al.*, Los Angeles County Superior Court Case No.: BC567361);
- (b) Be signed by you;
- (c) Clearly express your desire or the desire of the person on whose behalf you are acting to be excluded (or to “opt-out”) from the Settlement Class; and
- (d) Include your name, address and, if available, telephone number and, if represented by counsel, counsel’s name, address and telephone number.

If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. However, you reserve your right to sue Health Net on the legal issues in the Action.

If you wish to opt-out from the Class, you must send an opt-out request by mail. The opt-out request must be postmarked no later than June 25, 2018 and mailed to the following address:

Lehman v. Health Net of California, Inc.
c/o GCG
P.O. Box 10573
Dublin, Ohio 43017-7273

23. If I exclude myself, can I get money from the settlement?

No. If you exclude yourself then you cannot receive a payment from the settlement.

24. What is the difference between objecting and excluding myself (opting-out)?

Objecting is simply telling the Court what you do not like about the settlement. You can object only if you stay in the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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THE LAWYERS REPRESENTING YOU

25. Who represents my interests in this settlement?

The attorneys who represent the Class Representatives and Settlement Class Members include lawyers for Consumer Watchdog, Shernoff Bidart Echeverria LLP, and the Arns Law Firm. Together, the lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact Class Counsel, please contact:

Michael J. Bidart

Travis M. Corby

SHERNOFF BIDART ECHEVERRIA LLP

600 South Indian Hill Boulevard

Claremont, CA 91711

Tel: (909) 621-4935

Fax: (909) 625-6915

<http://www.shernoff.com/>

Jerry Flanagan

Benjamin Powell

CONSUMER WATCHDOG

6330 San Vicente, Suite 250

Los Angeles, CA 90048

Tel: (310) 392-0522

Fax: (310) 392-8874

<http://www.consumerwatchdog.org/>

Robert S. Arns

Julie C. Erickson

THE ARNS LAW FIRM

515 Folsom Street, Third Floor

San Francisco, CA 94105

Tel: (415) 495-7800

Fax: (415) 495-7888

<http://www.arnslaw.com>

26. Why are the lawyers representing the Class recommending settlement?

The Class Representatives and Class Counsel are supporting this settlement because it provides substantial benefits to Class Members. Settlement avoids the time and uncertainty of litigation and provides Class Members immediate relief, rather than waiting for possible relief years from now.

All Settlement Class Members and California consumers enrolled in individual and family PPO plans will benefit from Health Net’s agreement to treat, for four years, any out-of-network provider as in-network for billing purposes if that provider is incorrectly represented as in-network by Health Net and a member relies on that network status when seeking medical services.

All Settlement Class Members will have the opportunity to recover 100% of out-of-pocket expenses for medical services rendered in 2014 by an out-of-network medical professional who was incorrectly represented as in-network.

All Settlement Class Members and California consumers will also benefit from certain disclosures and remedial measures with respect to Health Net’s HMO plans, EPO plans, and HSP plans.

27. Do I have to pay any money to participate in this settlement?

No. You do not have to pay any money to participate in this settlement. You will not be required to pay any attorneys’ fees or costs if you remain in this lawsuit.

28. Who pays the lawyers?

Health Net has agreed to pay Class Counsel fees and costs, which must be approved by the Court, in an amount not to exceed \$625,000. Class Counsel are also requesting an additional amount for the two Plaintiffs who acted

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as Class Representatives of \$5,000 each, which is also subject to Court approval. These amounts will not reduce the payments to Settlement Class Members.

THE COURT'S FINAL FAIRNESS HEARING

29. When and where will the Court decide whether to grant final approval of this settlement?

A "Final Fairness Hearing" will be held on July 12, 2018 at 11:00 am before the Honorable Kenneth R. Freeman of the Los Angeles County Superior Court. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The courtroom where the Final Fairness Hearing will be held is located at: Spring Street Courthouse, Department 14, 312 N. Spring Street, Los Angeles, California, 90012. The date of the Final Fairness Hearing is subject to change. Please check the settlement website for updates: www.NetworkSettlement.com.

30. Do I have to come to the hearing?

No. You may, but do not need to, attend the Final Fairness Hearing at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection or comment on time, the Court will consider it.

31. May I speak at the hearing?

If you are a Settlement Class Member you may speak at the Final Fairness Hearing.

32. When will the settlement take effect?

This settlement will not take effect until after the Final Fairness Hearing and when all appeals, if any, from the Final Order and Judgment have been concluded. The attorneys do not yet know whether any appeals will be filed. Check www.NetworkSettlement.com periodically for an update on the status of these proceedings.

GETTING MORE INFORMATION

33. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. If you would like to obtain a complete copy of the Settlement Agreement, the Complaint, and other documents in support of the settlement that have been filed with the Court, you may review and download them on the Health Net settlement website: www.NetworkSettlement.com. You can also call the following toll-free telephone number for information about this settlement: **(888) 264-1304**.