

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

PHILLIP MARSH d/b/a M.E. Solutions, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

BLUE CROSS LIFE & HEALTH INSURANCE  
COMPANY, a California corporation, BLUE CROSS  
OF CALIFORNIA, a California corporation, and DOES  
1 through 100, Inclusive,

Defendants.

Case No. 37-2007-00077967-CU-BC-CTL

**NOTICE OF PENDENCY OF CLASS ACTION  
AND PROPOSED SETTLEMENT**

**NOTICE TO ALL MEMBERS, SUBSCRIBERS, OR ENROLLEES AND THEIR DEPENDENTS OF HEALTH INSURANCE PLANS OR POLICIES OFFERED BY ANTHEM BLUE CROSS, FORMERLY KNOWN AS BLUE CROSS OF CALIFORNIA AND/OR ANTHEM BLUE CROSS LIFE & HEALTH INSURANCE COMPANY, FORMERLY KNOWN AS BC LIFE & HEALTH INSURANCE COMPANY (COLLECTIVELY "DEFENDANTS") (1) WHOSE PLAN HAD AN ANNUAL DEDUCTIBLE OR OUT OF POCKET LIMIT; (2) WHOSE ANNUAL DEDUCTIBLE OR OUT OF POCKET LIMIT WAS CALCULATED IMPROPERLY DUE TO TECHNOLOGICAL ISSUES THAT AROSE IN CONNECTION WITH A CHANGE IN DEFENDANTS' MEMBER ACCOUNT NUMBERS FROM AN ALPHA-NUMERIC TO JUST A NUMERIC NUMBER ("THE SOFTWARE ERROR"); (3) WHO WERE CHARGED MORE THAN THEIR ANNUAL DEDUCTIBLE OR OUT OF POCKET LIMIT AS A RESULT OF THE SOFTWARE ERROR; (4) FROM OCTOBER 16, 2003 THROUGH OCTOBER 16, 2007; AND (5) WHO HAVE BEEN REIMBURSED FOR THE AMOUNTS PAID IN EXCESS OF THE MEMBER'S DEDUCTIBLE OR OUT OF POCKET LIMIT ("SETTLEMENT CLASS MEMBERS").**

**THIS NOTICE MAY AFFECT YOUR RIGHTS.  
PLEASE READ IT CAREFULLY.**

The purpose of this notice is to inform you of the proposed settlement of a class action lawsuit, and of a hearing to consider the settlement to be held on April 10, 2009 at 10:30 a.m., before Judge Yuri Hofmann, Department C-60 of the Superior Court of the State of California, San Diego County. It explains how to participate in the settlement, how to object to it if you wish, and how to get more information.

**A. Description of the Lawsuit.**

On October 16, 2007 plaintiff Phillip Marsh commenced an action against Defendants entitled *Marsh v. Blue Cross Life & Health Insurance Company, et al.* (San Diego Superior Court Case No. 37-2007-00077967-CU-BC-CTL) (the "Action") which was brought as a class action and which asserted claims for breach of the implied covenant of good faith and fair dealing, breach of contract, and violations of California Business & Professions Code § 17200, *et seq.* arising from Defendants' miscalculation of annual deductible or out of pocket limits due to the Software Error. Defendants deny all allegations of wrongdoing. Defendants further contend that the miscalculation of the deductibles and the out of pocket limits were unintentional. The Court has not decided whether Plaintiff or Defendants is correct.

**B. The Settlement Class Members.**

For purposes of settlement, the Court has certified a class, as described above, consisting of the following individuals:

All members, subscribers, or enrollees and their dependents in health insurance plans or policies offered by the Defendants (1) whose plan had an annual deductible or out of pocket limit; (2) whose annual deductible or out of pocket limit was calculated improperly due to technological issues that arose in connection with a change in Defendants' member account numbers from an alpha-numeric to just a numeric number (the "Software Error"); (3) who were charged more than their annual deductible or out of pocket limit as a result of the Software Error; (4) from October 16, 2003 through October 16, 2007; and (5) who have been reimbursed for the amounts paid in excess of the member's deductible or out of pocket limit.

Details regarding the class, the settlement and other defined terms therein are contained in the parties' Settlement Agreement, which is located on the website established for this settlement at [www.MarshBCSettlement.com](http://www.MarshBCSettlement.com). If you fit within this definition, you will be considered a Settlement Class Member unless you request to be excluded.

**C. Description of the Settlement.**

**1. The Claim Process and Relief to Settlement Class Members**

As part of the Settlement Agreement, Settlement Class Members need not submit a claim. Defendants have already reimbursed Class Members any and all amounts each Class Member was overcharged due to the Software Error. Though Settlement Class Members have been reimbursed, they may still timely exclude themselves from the settlement as described below.

**2. Releases**

Under the terms of the settlement, Plaintiff has agreed to dismiss the Action in its entirety, including the claims of the Settlement Class Members, with prejudice, which dismissal will be incorporated into a final judgment approving the settlement. All Settlement Class Members who have not excluded themselves properly and timely will be bound by the final judgment entered by the Court. All claims of the Settlement Class Members which were or could have been asserted in the Action, based upon the facts alleged in the Action, will be released as provided in the Settlement Agreement, and Settlement Class members will be forever barred from seeking other or further relief on such claims.

**D. Right to Object, Seek to Intervene or Opt Out.**

Any Settlement Class Members who object to the settlement and who have not excluded themselves from the settlement, may file written objections with the Court. **ANY SUCH OBJECTIONS MUST BE FILED WITH THE CLERK OF THE COURT AND SERVED ON THE ATTORNEYS FOR THE SETTLEMENT CLASS AND DEFENDANTS, AT THE ADDRESSES SET OUT BELOW ON OR BEFORE FEBRUARY 28, 2009. ANY OBJECTIONS TO THE SETTLEMENT MUST BEGIN WITH THE FOLLOWING STATEMENT:** "I OBJECT TO THE PROPOSED SETTLEMENT IN *Marsh v. Blue Cross Life & Health Insurance Company, et al.*, Case No. 37-2007-00077967-CU-BC-CTL, California Superior Court, San Diego County." All objections must state the objector's name, address, and telephone number, shall provide documents to establish membership in the Settlement Class, and shall provide a detailed written statement of each objection asserted, including all grounds for the objection and reasons, if any, for requesting the opportunity to appear and be heard at the final approval hearing. Objections must be filed with the Clerk of the Court, San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101, with copies sent to Counsel: *c/o Phillip Marsh vs. Blue Cross Life & Health Insurance Company, et al.* *c/o The Garden City Group, Inc.*, P.O. Box 91180, Seattle, WA 98111-9280.

Any Settlement Class Members who wish to intervene must state the requesting party's name, address, and telephone number, shall provide documents to establish membership in the Settlement Class, and shall provide all arguments and documents in support of the intervention request. Motions or requests for intervention must be filed with the Clerk of the Court, San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101, with copies sent to *Phillip Marsh vs. Blue Cross Life & Health Insurance Company, et al.*, *c/o The Garden City Group, Inc.*, P.O. Box 91180, Seattle, WA 98111-9280.

If you do not wish to be a member of the class, you may exclude yourself by mailing a written request to be excluded that must be received no later than February 28, 2009, and addressed to *Phillip Marsh vs. Blue Cross Life & Health Insurance Company, et al.*, *c/o The Garden City Group, Inc.*, P.O. Box 91180, Seattle, WA 98111-9280. The request should state your name and address. If you choose to exclude yourself from the class, you will not be affected by the Action, and you will not be able to object, intervene or participate in the settlement.

Any Settlement Class Members who fail to properly or timely file or serve any of the requested information and/or documents required to object to the settlement, request to intervene or exclude themselves, will be forever precluded from doing so.

**E. Court Hearing and Final Approval.**

The Settlement Agreement will only take effect if it is approved by the Court. On April 10, 2009 at 10:30 a.m., in Department C-60, San Diego Superior Court, 330 West Broadway, San Diego, CA 92101, a hearing will be held on whether the proposed settlement should be approved as fair, reasonable and adequate.

If you file a proper, timely written objection and have not previously requested exclusion, you may appear at the hearing in person or through an attorney retained at your own expense. **IF YOU WISH TO APPEAR AT THE HEARING TO OBJECT TO THE SETTLEMENT OR TO SEEK TO INTERVENE, YOU MUST NOTIFY THE COURT AND COUNSEL IN WRITING BY FEBRUARY 28, 2009, OF YOUR INTENTION TO DO SO, WITH YOUR WRITTEN OBJECTION AND REASONS THEREFOR, AND/OR REQUEST OR MOTION TO INTERVENE AND SUPPORTING ARGUMENTS AND DOCUMENTS IN SUPPORT THEREOF, FILED AND SERVED AS DESCRIBED ABOVE. DO NOT CALL OR PERSONALLY CONTACT THE COURT OR DEFENDANTS ABOUT MATTERS SET FORTH IN THIS NOTICE.**

**F. Examination of Papers.**

You may inspect the complete Settlement Agreement, the complaint in the action, and other papers filed in this lawsuit at the office of the Clerk of the Superior Court, 330 West Broadway, San Diego, CA 92101, during its regular hours of operation. In addition, you may review the Settlement Agreement, this class notice, the summary class notice, and the Court's preliminary approval order on the Internet at [www.MarshBCSettlement.com](http://www.MarshBCSettlement.com).

**G. Additional Information.**

**DO NOT CONTACT THE COURT OR DEFENDANTS CONCERNING THIS NOTICE OR THE LAWSUIT.** If you have questions contact your own attorney or, if you would like more information about this notice or this case, you may contact: *Phillip Marsh vs. Blue Cross Life & Health Insurance Company, et al.* *c/o The Garden City Group, Inc.*, P.O. Box 91180, Seattle, WA 98111-9280.

Date: November 20, 2008

By Order of the Superior Court

QUESTIONS? CALL TOLL-FREE 1 (888) 675-7813 OR VISIT [WWW.MARSHBCSETTLEMENT.COM](http://WWW.MARSHBCSETTLEMENT.COM)