UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you are an Out-of-Network Healthcare Provider who received an overpayment notice from United HealthCare after January 24, 2005, you may be affected by a class action settlement.

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

- The Settlement resolves a certified class action lawsuit alleging that United HealthCare or its affiliates ("United") did not provide notice and appeal rights required by the Employee Retirement Income Security Act of 1974 ("ERISA") in connection with Repayment Requests sent by United to out-of-network ("ONET") providers after January 24, 2005.
- The Class did not seek the payment of any money, seeking instead certain notice and appeal rights in connection with United's Repayment Requests to ONET providers.
- The Settlement will give ONET providers clear guidance on how to exercise ERISA appeal rights as Authorized Representatives of their patients whose benefits are insured or administered by United. The Settlement also provides certain notice, appeal, and litigation rights to Class Members concerning pending Repayment Requests from United. The Settlement releases United from liability for any past failure to provide ERISA notice and appeal rights in connection with Repayment Requests.
- Subject to Court approval, United will pay court-appointed lawyers for the Class $4,210,000 as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement, and a $40,000 service award to the Class Representative.
- This is a non-opt-out class. If the Settlement is approved, your legal rights will be affected regardless of whether you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You will remain in the Class and, if the Court grants final approval, receive the benefits of the Settlement.
OBJECT	Write to the Court about why you disagree with the Settlement. You will remain a part of the Class and entitled to the benefits of the Settlement if approved, but may still object to the Settlement, provided that you do so by **January 27, 2021**. You cannot opt out of the Settlement.
GO TO A HEARING	You have the right to attend the Court's fairness hearing and to speak about the fairness of the Settlement is such a hearing, should you timely request by **January 27, 2021**.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why did I receive notice of the proposed settlement?

United has identified you as an out-of-network ("ONET") provider to whom it sent a request for repayment of an alleged claim overpayment (a "Repayment Request") on or after January 24, 2005, and which was still pending as of the date of the Settlement. This makes you a member of the Class in the Lawsuit (a "Class Member").

The Court ordered that you receive notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, United will provide clear instructions for Class Members and all ONET providers to pursue ERISA appeal rights as authorized representatives of patients whose benefits are insured or administered by United ("United insureds") in the future. The Settlement will also provide Class Members the opportunity to pursue appeal rights as authorized representatives in connection with certain existing Repayment Requests and will provide clear instructions for Class Members to challenge United's recovery of an alleged overpayment. You will be informed of developments on the Settlement website. Information provided in this Notice explains the lawsuit, the Settlement, and your rights.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Integrated Orthopedics, Inc. v. UnitedHealth Group, et al.*, Civil Action No. 11-425 (ES) (JAD). The entities that initiated the lawsuit are Plaintiffs, and the United entities they sued are Defendants.

2. What is this lawsuit about?

The lawsuit concerned instances where, after first paying a claim submitted by an ONET provider, United later determined that it overpaid that claim and sent the provider a Repayment Request. The lawsuit claimed that, on and after January 24, 2005, United failed to give ONET providers notice and appeal rights required by ERISA in connection with those Repayment Requests.

These notice and appeal rights are set forth in 29 C.F.R. § 2560.503-1(g) and (h) (the "ERISA Claims Regulation"). This regulation mandates that "the plan administrator shall provide a claimant with . . . notification of any adverse benefit determination . . . [that] shall set forth" (among other things) the following:

- "The specific reason or reasons for the adverse determination";
- "Reference to the specific plan provisions on which the determination is based";
- "A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review"; and
- "If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; and the right to appeal the claim redetermination."

The regulation also requires the establishment of "a procedure by which a claimant shall have a reasonable opportunity to appeal an adverse benefit determination."

The Class did not seek the payment of any money but rather that United be required to provide these ERISA appeal rights to ONET providers in connection with United's Repayment Requests.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case, the Class Representative is Integrated Orthopedics, Inc., an Illinois supplier of durable medical equipment and durable medical supplies), sue on behalf of people who have similar claims. All of these people are class members and together they are the class. A single court will resolve the issues for all class members. U.S. District Judge Esther Salas is the judge who presides over this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. That way, both sides avoid the cost and risks of a trial. The Class Representative and the attorneys for the Class think that the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

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

If you received a postcard notice about this settlement from the Settlement Administrator, United has identified you as a member of the Class from its records. The Class is defined as all ONET providers that any time after January 24, 2005: (1) provided healthcare services or supplies to patients insured under a United Plan, (2) after having received benefit payments from United for those services or supplies, received one or more Repayment Requests from or on behalf of United for all or a portion of such payments, and (3) where at least one such Repayment Request has not been fully resolved by payment, offset, or otherwise, as of the Effective Date of the Settlement Agreement.

6. Can I exclude myself from the Settlement?

No. If you are a Class Member, and the Court grants final approval to the Settlement, you and all other Class Members will be bound by the terms of the Settlement. You cannot exclude yourself from, or "opt out" of, the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

The Settlement provides important rights to Class Members and all ONET providers, both for future claims, and for existing overpayment claim redeterminations and Repayment Requests. For more details, see Section II of the Settlement Agreement, available on the website.

Going Forward: ERISA Appeal Via Authorized Representative Status

United does not automatically provide ERISA appeal rights to ONET providers in connection with claim determinations because only ERISA plan participants (i.e., patients) are entitled to those rights. The Settlement provides that, in the future, United's UNET claim adjudication system will allow both Class Members and other ONET providers that are the "Authorized Representative" of a United plan participant to pursue ERISA appeals on the plan participant's behalf. An Authorized Representative is a person entitled to act on behalf of a plan participant, under section (b)(4) of the ERISA Claims Regulation.

Under the terms of the Settlement, with respect to the appeal of a future claim redetermination that is issued by United's UNET claim adjudication system in connection with an ERISA-governed plan, United will treat as and deem to be an Authorized Representative any ONET provider that submits to United in connection with that appeal either (a) an executed Authorized Representative Form that confers Authorized Representative status (United's version of an Authorized Representative form is attached as Exhibit A to this Notice and will also be made available on United's website and will be made freely available by United to all ONET providers upon request); or (b) any Assignment of Benefits form that includes language similar in substance to the language in Exhibit B to this Notice, regardless of the effectiveness of that form as an assignment of benefits. If you or any ONET provider submit either of these forms to United in connection with an appeal of a claim redetermination, United will allow that provider to pursue ERISA appeal rights as an authorized representative of a United insured in connection with that claim redetermination.

Pending Overpayment Claim Redeterminations: ERISA Rights and Authorized Representative Status

The Settlement also gives Class Members certain rights with respect to pending overpayment Claim Redeterminations and Repayment Requests in the event that United recovers any alleged overpayment that conferred Class Member status. If United recovers an overpayment that is the subject of any Overpayment Determination or Claim Redetermination that is related to a Repayment Request that conferred Class Member status, United: (a) will deem, treat, and regard Class Members who challenge that recovery in an individual, non-class action under 29 U.S.C. § 1132(a)(1)(B) as Authorized Representatives for purposes of that litigation; (b) will not contend in any such civil action that the Settlement Agreement precludes the Class Member from arguing that administrative remedies were exhausted or that such exhaustion should be excused with respect to that recovery; (c) acknowledges that it is United's position that the Repayment Requests it sends to providers are not intended to alone provide proper notice of an adverse benefit determination under the requirements of the ERISA Claims Regulation; and (d) agrees that in any such civil action, the Class Member may cite that acknowledgment in support of an argument excusing exhaustion with respect to that recovery.

Class Members to whom United sent a Repayment Request and revised Provider Explanation of Benefits that indicated that the overpaid claim had been adjusted within approximately one year prior to the Effective Date of the Settlement Agreement will receive additional information and rights. The Settlement Agreement uses the approximate one-year "lookback" period for the additional information and rights because it is the period of time when (a) in part due to United's policy of adhering to state law time limits on its ability to recoup overpayments, Class Members

are at the greatest risk of having the alleged overpayment recovered by United, via offset, collection, or otherwise; and (b) United has the maximum ability to provide the specified appeal rights. Those Class Members will receive a spreadsheet listing all such overpayment claim redeterminations with dates, dollar amounts, and an explanation for each overpayment claim redetermination. United will: (a) treat, deem, and regard all such Class Members as Authorized Representatives for those claim redeterminations; (b) give them the opportunity to request (free of charge) additional information about those claim redeterminations that affected them; and (c) notify them (i) that they can appeal those claim redeterminations within 180 days, (ii) that United will decide any such appeal within 540 days, and (iii) that Class Members can file a civil action under ERISA with respect to such overpayment claim redeterminations on behalf of the United member once all appeals have been exhausted, so long as the civil action is filed within applicable time limitations, which will be tolled while United decides the appeal. United further agrees that it will not argue in those appeals or in any post-appeal civil action that the Class Member failed to exhaust administrative remedies.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court appointed the following law firms as Class Counsel to represent Class Members, including you. These 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.

John W. Leardi
Vincent N. Buttaci
Paul D. Werner
BUTTACI LEARDI & WERNER LLC
212 Carnegie Center, Suite 202
Princeton, NJ 08540
609-799-5150

D. Brian Hufford
Jason S. Cowart
ZUCKERMAN SPAEDER LLP
485 Madison Avenue, 10th Floor
New York, NY 10022
212-704-9600

Andrew N. Goldfarb
ZUCKERMAN SPAEDER LLP
1800 M Street, NW, Suite 1000
Washington, DC 20036
202-778-1800

9. How will the lawyers be paid?

The Settlement Agreement provides that, with Court approval, United will pay Class Counsel $4,210,000 for attorneys' fees and out-of-pocket expenses incurred to prosecute this case. The attorneys' fees would compensate Class Counsel for their work since 2011 to investigate the facts, litigate the case, and negotiate the Settlement—all without receiving any payment to date. None of that money will come from, or reduce in any way plan benefits payable to, any Class Member or ONET provider.

10. Will the Class Representative receive anything?

Pursuant to the Settlement Agreement, and subject to Court approval, United will pay the Class Representative, Integrated Orthopedics, Inc., the separate sum of $40,000 as a service award for its services as Class Representative. Those services included investigation of claims, providing facts and documents in support of those claims, and giving multiple employee or corporate depositions.

OBJECTING TO THE SETTLEMENT

11. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you disapprove of any part of it. Any objection to the Settlement Agreement must be individually and personally signed by the Class member submitting it (if the Class member is represented by counsel, the objection must also be signed by such counsel) and must include:

- The objecting Class member's name, address, and telephone number;
- A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all cases in which the Class member and/or his or her counsel filed or in any way participated – finally or otherwise – objecting to a class settlement during the preceding five (5) years;
- The name, address, email address, and telephone number of every attorney representing the objector; and
- A statement indicating whether the objector and/or his or her counsel intend to appear at the Fairness Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any member of the Class who does not file a timely written objection to the Settlement or the Settlement Agreement and notice of his or her intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with the requirements listed in this section, shall be foreclosed from seeking any adjudication or review of the Settlement or the Settlement Agreement by appeal or otherwise.

You must mail the objection to the following four different addresses postmarked no later than January 27, 2021:

Court	Clerk of the Court United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101
Class Counsel	John W. Leardi BUTTACI LEARDI & WERNER LLC 212 Carnegie Center, Suite 202 Princeton, NJ 08540 Andrew N. Goldfarb ZUCKERMAN SPAEDER LLP 1800 M Street, NW, Suite 1000 Washington, DC 20036
Defense Counsel	Kevin D. Feder Brian D. Boyle O'MELVENY & MYERS LLP 1625 Eye Street, NW Washington, DC 20006 Thomas R. Curtin George C. Jones Kathleen N. Fennelly McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP 1300 Mount Kemble Avenue P.O. Box 2075 Morristown, New Jersey 07962-2075

Please note: Judge Salas has ordered that, if you object, Class Counsel and Defense Counsel may take your deposition and review any relevant documents you may have, concerning your objection to the Settlement. Neither Class Counsel nor Defense Counsel would represent you in those proceedings. If you desire to have legal representation in connection with such a deposition, you will have to obtain—and pay—for that yourself.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (a "Fairness Hearing") to decide whether to approve the Settlement. You (or your lawyer if you have one) may attend, and you (or your lawyer) may ask to speak, but you do not have to do so.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **11 a.m. on February 24, 2021**, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, Courtroom MLK 5A. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Salas will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement, including the payment of attorneys' fees and expenses and a service award to the Class Representative. We do not know how long it will take the Court to make these decisions.

13. Do I have to come to the hearing?

No. Class Counsel and Defense Counsel will answer questions Judge Salas may have. But you (or your lawyer if you have one) are welcome to come at your own expense. If you (or a lawyer on your behalf) send an objection, you do not have to come to Court to address it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

14. May I speak at the hearing?

You (or your lawyer on your behalf) may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating your "Notice of Intention to Appear in *Integrated Orthopedics, Inc. v. UnitedHealth Group, et al*." Be sure to include your name, address, telephone number, and signature. You may also use the Notice of Intention to Appear form found on the website. **Your Notice of Intention to Appear must be postmarked no later than January 27, 2021 and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the four addresses in listed in the answer to Question 11**.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing and the Settlement gains final approval of the Court, you will receive the benefits of the Settlement as described in Question 7. If the Settlement is not approved by the Court, your legal rights will not be affected by it.

GETTING MORE INFORMATION

16. Are there more details about the Settlement?

This Notice summarizes the proposed settlement. More details can be found on the Settlement website, www.UnitedERISARightsClassAction.com. These documents include the following:

- Settlement Agreement
- Authorized Representative Form (Exhibit 5 to the Settlement Agreement)
- Assignment of Benefits Language (Exhibit 6 to the Settlement Agreement)
- Court's August 28, 2014 Opinion Conditionally Granting Class Certification
- Court's December 15, 2014 Opinion and Order Granting Class Certification
- Court's October 15, 2020 Order Granting Preliminary Approval of Settlement Agreement

17. How do I get more information?

You can call 1-877-883-8091 toll free; write to *Integrated Orthopedics, Inc. v. UnitedHealth Group* Class Action Settlement Administrator, P.O. Box 173053, Milwaukee, WI 53217; or visit the Settlement website, www.UnitedERISARightsClassAction.com.