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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**
Case No.: 1:21-CV-00553-DNH-CFH

R.B., individually, and on behalf
of all those similarly situated;
Plaintiff,

v.

United Behavioral Health;
Defendant.

_____ /

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

**This is a notice of a proposed class action settlement in the above-referenced lawsuit.
Your legal rights may be affected if you are a member of the following class
(the “Class”):**

All persons covered under ERISA-governed health care plans, administered or insured by United Behavioral Health, whose requests for coverage for mental health and substance abuse treatment services received at a licensed residential treatment center were denied in total based on its determination that a component of such services is considered experimental, investigational, or unproven.

The Class is limited to the Class period set forth in Plaintiff’s Complaint in the above-referenced lawsuit (Dkt. 1 at 8, ¶ 29); *see also* Dkt. No 97 (class certification order).

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) of a class action lawsuit brought by a participant in an ERISA-regulated health plan, alleging that United Behavioral Health (“Defendant”), in administering ERISA-regulated health plans, violated its duties to its customers, and violated the Parity Act (29 U.S.C. § 1185a), by denying in total claims for coverage for mental health and substance abuse treatment services received at licensed residential treatment centers based on a determination that a component of such services was considered to be experimental, investigational, or unproven.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated December 18, 2024. Capitalized terms used but not defined in this notice have the meanings assigned to them in the Settlement Agreement. All papers filed in this lawsuit are also available via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov> and may also be reviewed in person, as allowed by the Court, during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of New York, Alexander Pirnie Federal Bldg. and U.S. Courthouse, 10 Broad Street, Utica, NY 13501. Class Members can also request copies of any of the filed papers by contacting Class Counsel. Key settlement documents are also available at Plaintiffs’ Counsel’s website at www.jml-lawfirm.com.

- The Settlement will provide for a \$1,415,000 Settlement Fund that will be used to pay any amounts owed under this Settlement Agreement, including any Monetary Benefits to the Class Members, any attorneys' fees and expenses to Class Counsel, any Incentive Award to the Named Plaintiff, and any settlement administration expenses and costs (including payments to the Settlement Administrator).
- The Settlement includes a RELEASE of claims and other rights you may have to the extent you are a Class Member, as more fully explained in response to Question No. 4 below and in the Settlement Agreement.
- Your rights and the choices available to you – and the applicable deadlines to act – are explained in this Notice. Please note that neither Defendant nor any of its employees or representatives may advise you as to what the best choice is for you or how you should proceed.
- The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court approves the Settlement and the final approval is upheld in the event of any appeal.
- A Fairness Hearing will take place on May 28, 2025, at 1:00 pm before the Honorable David N. Hurd, at the Alexander Pirnie Federal Bldg. and U.S. Courthouse, 10 Broad Street, Utica, NY 13501, in Courtroom 330, to determine whether to grant final approval of the Settlement and approve the requested attorneys' fees and costs, administrative expenses, and Incentive Award to the Named Plaintiff. The date and time of the Fairness Hearing are subject to change by Court Order. You may also attend the Fairness Hearing and speak at the Fairness Hearing on May 28, 2025. The hearing will be held by telephone. You may attend the hearing without filing a notice of your intention to appear, but you will not be permitted to make an objection if you do not comply with the requirements for making objections. If you intend to speak at the Fairness Hearing, you must mail a notice of intent to appear to Class Counsel, Defendant's counsel, and the Clerk of Court, at least **30** days before the Fairness Hearing. If you wish to attend the Fairness Hearing you need to call the Settlement Administrator in advance at (866) 742-4955 and you will be provided with instructions for joining the hearing electronically.

Any objections to the Settlement, or to the requested attorneys' fees and costs, along with any supporting documents, must be filed with the Court, postmarked no more than forty-five (45) days after the mailing of this Notice. The objection shall be sent by first class mail to the Clerk of Court for the United States District Court for the Northern District of New York, Alexander Pirnie Federal Building & U.S. Courthouse, 10 Broad St. Utica, NY 13501. The objection must also be mailed or emailed to Class Counsel and Defendant's counsel, as identified under Question 11 of this Notice, through a timely written notice postmarked or sent via email no more than forty-five (45) days after the mailing of this Notice. Any objections not complying with these filing, notice, and timeliness requirements will be invalid.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:

<p>YOU CAN OBJECT NO LATER THAN MARCH 31, 2025, which is 45 days from the date of the mailing of this notice.</p>	<p>If you wish to object to any part of the Settlement, or to the requested attorney’s fees and costs, you must file your objection with the Court and mail or email it to Class Counsel and Defendant’s counsel, as identified under Question 11 of this Notice, through a timely written notice postmarked or sent via email no more than forty-five (45) days after the mailing of this Notice. Any objections not complying with these filing, notice, and timeliness requirements will be invalid.</p>
<p>YOU CAN ATTEND A HEARING ON MAY 28, 2025</p>	<p>You may also attend the Fairness Hearing and speak at the Fairness Hearing on May 28, 2025. The hearing will be held by telephone. You may attend the hearing without filing a notice of your intention to appear, but you will not be permitted to make an objection if you do not comply with the requirements for making objections. If you intend to speak at the Fairness Hearing, you must mail a notice of intent to appear to Class Counsel, Defendant’s counsel, and the Clerk of Court, at least 30 days before the Fairness Hearing. If you wish to attend the Fairness Hearing you need to call the Settlement Administrator in advance at (866) 742-4955 and you will be provided with instructions for joining the hearing electronically.</p>

The Class Action

The case is called *R.B. v. United Behavioral Health*, Case No. 1:21-cv-00553 (N.D.N.Y.) (the “Class Action” or “lawsuit”). It has been pending since May 12, 2021. The Court presiding over the case is the United States District Court for the Northern District of New York. The Plaintiff (the individual who brought this lawsuit) is called the Named Plaintiff or the class representative, and the entity he sued is called Defendant. The Named Plaintiff, R.B., was covered under a health plan that was administered by United Behavioral Health and governed by ERISA and submitted claims for reimbursement for mental health and substance abuse services received at a residential treatment center, which were denied by Defendant. The Named Plaintiff’s claims are described below.

Attorneys’ Fees and Costs Sought in the Class Action

Class Counsel has devoted many hours to investigating the facts, prosecuting the lawsuit, reviewing documents obtained from Defendant and third parties, and negotiating the Settlement. They also have advanced all costs necessary to pursue the case, and have not been paid for any of their time while this case has been pending.

Class Counsel will apply to the Court for payment of attorneys’ fees and costs for their work in the case. The amount of fees that Class Counsel will request will not exceed \$471,667, which is one third of the Settlement Fund. In addition, Class Counsel will also seek to recover their costs and the administrative expenses associated with the Settlement, up to \$52,500. Any attorneys’ fees and expenses (including any payments to the Settlement Administrator or other settlement administration costs, as well as any litigation-related costs) awarded by the Court will be paid from the Settlement Fund.

Class Counsel will also ask the Court to approve an Incentive Award, not to exceed \$15,000, for the Named Plaintiff who took on the risk of litigation and committed to spend the time necessary to bring the case to conclusion. Any Incentive Award awarded by the Court also will be paid from the Settlement Fund.

A full and formal application for attorneys' fees and costs will be filed with the Court on or before May 7, 2025. You may obtain a copy of this application through the Public Access to Court Electronic Records System (PACER) at <http://www.pacer.gov>.

1. Why Did I Receive This Settlement Notice?

The Court caused this Notice to be sent to you because our records indicate that you are a Class Member. If you fall within the definition of the Class, you have a right to know about the Settlement and about the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Fund will be allocated among Class Members according to a Court-approved Plan of Allocation. The Settlement Fund will also be used to pay any attorneys' fees and expenses to Class Counsel, any Incentive Award to the Named Plaintiff, and any settlement administration expenses and costs (including any payments to the Settlement Administrator).

2. What Is The Class Action About?

In the Class Action, the Named Plaintiff claims that Defendant violated the Mental Health Parity and Addiction Equity Act (29 U.S.C. § 1185a) and breached its duties imposed by ERISA by denying in full his claim for reimbursement for a family member's substance abuse and mental health treatment services received at a licensed residential facility, because Defendant determined that one component of these services was experimental, investigational, or unproven in circumstances in which Defendant did not deny all coverage where comparable medical providers offered services with a component that was experimental, investigational or unproven. In the lawsuit, the Named Plaintiff sought to represent others who had claims denied by Defendant for similar reasons.

The case was filed on May 12, 2021. On September 14, 2023, the Court certified the case to proceed as a Class Action. Defendant petitioned the United States Court of Appeals for the Second Circuit for permission to appeal this ruling, and that petition was denied on January 4, 2024.

Following class certification, Defendant produced additional documents concerning the claims of other Class members. This information demonstrated that there were 349 Class members.

The Named Plaintiff and Defendant agreed to attempt to resolve the case through mediation. A mediation was held on August 28, 2024, in Miami, Florida before an experienced mediator. The Mediation led to the Settlement described in this notice.

Defendant denies all claims and asserts that it has always acted prudently, in compliance with all applicable laws, and in the best interests of participants and beneficiaries.

3. Why Is There A Settlement?

The Court has not reached a decision as to the merits of the Named Plaintiff's claims. Instead, the Named Plaintiff and Defendant have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Named Plaintiff, Defendant, and their counsel. The parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Named Plaintiff and Class Counsel believe that the Settlement is best for all Class Members. Nothing in the Settlement Agreement is an admission or concession on Defendant's part of any fault or liability whatsoever. The Settlement has been entered into to avoid the uncertainty, expense, and burden of additional litigation.

4. What Does The Settlement Provide?

Under the Settlement, United Behavioral Health will pay a total of \$1,415,000 into a Settlement Fund to resolve the claims of the Class. The Settlement Fund will be allocated to Class Members according to a Plan of Allocation to be approved by the Court (as explained further under Question 5, below), after it is used to pay any attorneys' fees and expenses to Class Counsel, any Incentive Award to the Named Plaintiff, and any settlement administration expenses and costs (including any payments to the Settlement Administrator).

All Class Members, and each of their respective heirs, executors, administrators, predecessors, successors, insurers, and assigns will fully release the Released Persons from Released Claims (as defined in the Settlement Agreement). Released Persons include Defendant and each of its present and former, direct, and indirect, divisions, parents, subsidiaries, and affiliates (including without limitation United Behavioral Health, UnitedHealth Group, Inc., UnitedHealthcare Insurance Company, UnitedHealthcare Services, Inc., or Optum, Inc.); any Class Member's health benefits plan or any plan administrator, claims administrator, fiduciary, or other person involved in administration of such plan; any predecessors, successors, insurers, and assigns of any of the foregoing; and all of the present and former agents, servants, officers, directors, employees, attorneys, consultants, advisors, owners, shareholders, members, and partners (whether limited or general), of any of the above. Released Claims means any and all actions, causes of actions, claims, and demands that are, were, or could have been asserted by Named Plaintiff or any Class Member in the Action during the Class Period, regardless of legal theory, known or unknown, concerning any claims arising out of or related to a denial of coverage (including any pre or post-service denial, initially or on appeal) by any Released Persons for mental health or substance abuse treatment received at a residential treatment or wilderness program, based in whole or in part on a determination that the treatment or a component of the treatment was experimental, unproven or investigatory. Generally, the release means that Class Members will not have the right to sue the Released Persons regarding any Released Claims or conduct at issue in any Released Claims. The entire release language is set forth in the Settlement Agreement, which is available at the Court Electronic Records System (PACER), available online at <http://www.pacer.gov>, as well as at Class Counsel's website, located at www.jml-lawfirm.com. Class Members can also request copies of any of the filed papers by contacting Class Counsel.

5. How Much Will My Payment Be?

Payments will be allocated to each Class Member for which there is any valid claim by Settlement Tier, as set forth below. The estimated amount of Monetary Benefit set forth below is based on Class Counsel's best estimate of what the Monetary Benefits will be for each Settlement Tier based on available information and the Plan of Allocation negotiated between the Parties as part of the Settlement. The precise dollar amounts Class Members ultimately will receive could vary substantially from these estimates, and will depend on the amounts the Court awards for attorneys' fees, costs, and any Incentive Award for the Named Plaintiff, and the extent to which Class Members can be located by the Settlement Administrator, among other factors.

- a. If the designation WILDERNESS appears above your name on this notice, you sought coverage for Wilderness Therapy from Defendant and your request was denied. The Parties' best estimate is that you will receive approximately \$950.
- b. If the designation MULTIPLE appears above your name on this notice, you sought coverage from Defendant for treatment received at a non-wilderness residential treatment program, and your request was denied for multiple reasons. The Parties' best estimate is that you will receive approximately \$9,500.

c. If the designation EXPERIMENTAL appears above your name on this Notice, you sought coverage from Defendant for treatment received at a non-wilderness residential treatment program, and your request was denied because a component of the treatment you received was determined by Defendant to be experimental, investigational, or unproven. The Parties' best estimate is that you will receive approximately \$19,000.

Each Class Member shall receive one payment per valid wilderness or residential treatment program or course of treatment for which they had sought reimbursement from Defendant.

If you fail to cash or deposit distributed checks within 150 days from receipt, you will be barred from receiving any Monetary Benefit under the Settlement.

In the event that sufficient money remains in the Settlement Fund following completion of the distribution process and the payment of other amounts expressly provided for from the Settlement Fund, there will be a second round of distributions, with members of each tier receiving a *pro rata* amount, in the same ratios as in the first distribution. If there are insufficient funds after the first round distribution, or if there are funds remaining after a second round distribution, the remainder will be distributed to a charitable organization.

6. How Can I Receive My Distribution?

Payments will be mailed to you at the address to which this Notice was mailed. You do not need to take any action. If your address changes, or is different from the address on this Notice, please notify the Claims Administrator of your correct address at UBH Settlement Administrator, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or via email at info@rg2claims.com or at 1-866-742-4955.

7. When Will I Receive My Payment?

The timing of the distribution of the Monetary Benefit for Class Members depends on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. An appeal of the Final Approval Order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court's Final Approval Order.

There will be no payments under the Settlement if the Settlement Agreement is terminated.

If you fail to cash or deposit distributed checks within 150 days from receipt, you will be barred from receiving any Monetary Benefit under the Settlement.

8. Can I Get Out Of The Settlement?

No. The Class has been certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by the Settlement (if it receives final Court approval) and any judgments or orders that are entered in the Class Action. If you wish to object to any part of the Settlement, you may write to counsel about why you object to the Settlement, as discussed below.

9. Do I Have a Lawyer in the Case?

The Court has appointed the following law firms as Class Counsel in the Class Action:

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
800 S Gay Street - Suite 1100
Knoxville, TN 37929
T. 865-247-0080

JORDAN LEWIS, P.A.
4473 N.E. 11th Avenue
Fort Lauderdale, FL 33334
T: (954) 616-8995

If you want to be represented by your own lawyer, you may hire one at your own expense

10. How Will The Lawyers Be Paid?

Class Counsel will file a motion for an award of attorneys' fees and expenses (including any payments to the Settlement Administrator or other settlement administration costs, as well as any litigation-related costs) to be paid out of the Settlement Fund at least 14 days prior to the objection deadline. Class Counsel will limit their application for attorneys' fees to not more than one-third of the Settlement Fund. Class Counsel also will seek to recover all actual and anticipated litigation costs and administrative expenses associated with the Settlement, estimated to be \$52,500 (including \$20,000 to pay for a claims administrator, RG2 Claims Administration, to administer the payment of claims). In addition, Class Counsel will seek compensation for the Named Plaintiff of no more than \$15,000. The Court will determine the amount of fees, costs, administrative expenses, and the Named Plaintiff's Incentive Award that will be awarded, if any. All papers filed in this action, including Class Counsel's motion for attorney's fees and costs, will be available via the Public Access to Court Electronic Records System (PACER), available online at <http://www.pacer.gov>. Class Members can also request copies of any of the filed papers by contacting Class Counsel.

11. How Do I Tell The Court If I Don't Like The Settlement?

If you wish to object to any part of the Settlement, or to the requested attorney's fees and costs, you must file your objection with the Court, postmarked by no later than forty-five (45) days after the mailing of this Notice. The objection must be sent by first class mail to the Clerk of the Court for the United States District Court for the Northern District of New York, at Alexander Pirnie Federal Building & U.S. Courthouse, 10 Broad St. Utica, NY 13501.

You must also mail or email your objection to Class Counsel and Defendant's counsel (at the below addresses), through a timely written notice postmarked or sent via email no more than forty-five (45) days after the mailing of this Notice. Any objections not complying with these filing, notice, and timeliness requirements will be invalid.

Your written objection must be mailed no later than March 31, 2025 to be considered.

CLASS COUNSEL	DEFENDANT'S COUNSEL
<p>Randi A. Kassan (N.D.N.Y. Bar No. 517821) MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 100 Garden City Plaza, Suite 500 Garden City, NY 11530 rkassan@milberg.com</p> <p>Arthur M. Stock Ryan P. McMillan MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 800 S Gay Street - Suite 1100 Knoxville, TN 37929 astock@milberg.com rmcmillan@milberg.com</p> <p>Jordan Lewis JORDAN LEWIS, P.A. 4473 N.E. 11th Avenue Fort Lauderdale, FL 33334 jordan@jml-lawfirm.com</p>	<p>Geoffrey M. Sigler Gibson, Dunn & Crutcher LLP 1700 M Street, N.W. Washington, DC 20036 gsigler@gibsondunn.com</p> <p>Clare F Steinberg Gibson, Dunn & Crutcher LLP 1700 M Street, N.W. Washington, DC 20036 csteinberg@gibsondunn.com</p> <p>James Alexander Tsouvalas Gibson, Dunn & Crutcher LLP 333 South Grand Avenue LLP - Suite 5147 Los Angeles, CA 90071 jtsouvalas@gibsondunn.com</p>

12. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at 1:00 p.m. on May 28, 2025 at Courtroom 330. The Fairness Hearing will be held by telephone. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the motion for attorneys' fees and costs. If there are objections, the Court will consider them then. The date and time of the Fairness Hearing are subject to change by Court Order.

13. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. You may also make an appearance through an attorney. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time, the Court will consider it.

14. May I Speak At The Fairness Hearing?

Yes. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above for objecting. You must also comply with the requirements for making an objection (set forth above) if you wish to object.

15. What Happens If I Do Nothing At All?

If you do nothing at all, and all conditions of the Settlement are met, you will receive your share of the Settlement. You will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is finally approved, whether or not you receive any money.

16. How Do I Get More Information?

If you have questions regarding the Settlement, you can call 1-866-742-4955 or write to the Settlement Administrator at UBH Settlement Administrator, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or by email at info@rg2claims.com. All papers filed in this lawsuit are also available via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov> and may be reviewed in person, as allowed by the Court, during regular business hours at the Alexander Pirnie Federal Bldg. and U.S. Courthouse, 10 Broad Street, Utica, NY 13501. Class Members can also request copies of any of the filed papers by contacting Class Counsel. Key settlement documents are also available at Plaintiffs' Counsel's website at www.jml-lawfirm.com.