

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

AETNA HEALTH INC., et al.,	:	
	:	Case No. 19-1338C
Plaintiffs,	:	
	:	Judge Kaplan
v.	:	
	:	
UNITED STATES OF AMERICA,	:	
	:	
Defendant.	:	

STIPULATION FOR ENTRY OF JUDGMENT

To resolve the claims of Plaintiffs, Aetna Health Inc. (Georgia), Aetna Health Inc. (Florida), Aetna Health Inc. (Pennsylvania), Aetna Health of Iowa, Inc., Aetna Health of Utah, Inc., Aetna Life Insurance Company, Coventry Health and Life Insurance Company, Coventry Health Care of Florida, Inc., Coventry Health Care of Kansas, Inc., Coventry Health Care of Illinois, Inc., Coventry Health Care of Nebraska, Inc., Coventry Health Care of Virginia, Inc., Innovation Health Insurance Company, and Innovation Health Plan, Inc., and to permit the entry of final judgment on those claims, it is stipulated between the Parties:

1. The Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010), 124 Stat. 119, and the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (2010), 124 Stat. 1029 (collectively, the “ACA”), created several interrelated programs to expand access to affordable health insurance coverage. Section 1342 (42 U.S.C. § 18062) of the ACA created the risk corridors program.

2. On August 30, 2019, Plaintiffs filed the Complaint seeking damages under section 1342 of the ACA. The Complaint asserts three counts, each seeking risk corridors damages under section 1342 of the ACA.

3. On April 27, 2020, the United States Supreme Court held that section 1342 of the ACA “created an obligation neither contingent on nor limited by the availability of appropriations or other funds,” that the obligation was not affected by subsequently enacted legislation, and that the “petitioners may seek to collect payment through a damages action in the Court of Federal Claims.” *Maine Community Health Options v. United States*, 140 S. Ct. 1308, 1323, 1331 (2020).

4. The Parties agree that *Maine Community Health Options* entitles Plaintiffs to payment under section 1342 in the following amounts and that these amounts resolve the Complaint:

HIOS ID	Plaintiff Name	Judgment
18628	Aetna Health Inc. (a FL corp.)	\$11,484,155.02
82824, 47783	Aetna Health Inc. (a GA corp.); Aetna Health Inc. (a Georgia corp.)	\$19,135,200.45
64844, 73987, 67190, 61671, 78611, 99129	Aetna Health Inc. (a PA corp.)	\$38,973,277.07
18973	Aetna Health Inc. (a IA corp.)	\$4,330,006.55
38927	Aetna Health of Utah Inc.	\$4,733,558.22
33906, 66946, 72547, 77422, 84251, 91716, 29497, 70767	Aetna Life Insurance Company	\$20,382,522.15
35670, 44240, 53524, 61430, 68541, 98894	Coventry Health and Life; Coventry Health & Life Co.	\$66,825,307.70
14468, 81914	Coventry Health Care of Delaware, Inc. (now Aetna Health Inc. (a PA corp.))	\$245,541.73
57451	Coventry Health Care of Florida, Inc.	\$25,476,314.93
96601	Coventry Health Care of Illinois, Inc.	\$5,288,939.90
65598, 76668	Coventry Health Care of Kansas, Inc.	\$11,271,650.59
15438	Coventry Health Care of Nebraska Inc.	\$32,954,490.90
41614, 56346	Coventry Health Care of the Carolinas, Inc. (now Aetna Health Inc. (a PA corp.))	\$32,160,090.85
99663	Coventry Health Care of Virginia, Inc.	\$3,614,943.00
91303	HealthAmerica Pennsylvania, Inc. (now Aetna Health Inc. (a PA corp.))	\$2,746,866.99
12028	Innovation Health Insurance Company	\$32,876,001.41
86443	Innovation Health Plan, Inc.	\$75,765.11
TOTAL		\$312,574,632.57

5. Accordingly, the Parties request that the Court enter judgment for Plaintiffs in the amount of \$312,574,632.57 on Count I of the Complaint.

6. The Parties further request that the Court dismiss Counts II and III with prejudice.

7. Upon entry of judgment, Plaintiffs, Aetna Health Inc. (Florida) (HIOS No. 18628), Aetna Health Inc. (Georgia) (HIOS Nos. 82824, 47783), Aetna Health Inc. (Pennsylvania) (HIOS Nos. 64844, 73987, 66516, 67190, 34822, 38408, 61671, 78611, 99129, 41614, 56346, 14468, 81914, 91303), Aetna Health of Iowa, Inc. (HIOS No. 18973), Aetna Health of Utah, Inc. (HIOS No. 38927), Aetna Life Insurance Company (HIOS Nos. 23841, 33906, 38234, 66946, 72547, 77422, 84251, 67129, 91716, 29497, 70767), Coventry Health and Life Insurance Company (HIOS Nos. 35670, 13537, 44240, 53524, 61430, 68541, 98894), Coventry Health Care of Florida, Inc. (HIOS No. 57451), Coventry Health Care of Illinois, Inc. (HIOS No. 96601), Coventry Health Care of Kansas, Inc. (HIOS Nos. 65598, 76668), Coventry Health Care of Nebraska, Inc. (HIOS No. 15438), Coventry Health Care of Virginia, Inc. (HIOS No. 99663), Innovation Health Insurance Company (HIOS No. 12028), and Innovation Health Plan, Inc. (HIOS No. 86443), and any and all of Plaintiffs' affiliated entities, release the United States, its agencies, instrumentalities, officers, agents, employees, and servants, from all claims (including attorney fees, costs, and expenses of every kind and however denominated) that Plaintiffs, and any and all of Plaintiffs' affiliated entities, have asserted, could have asserted, or may assert in the future against the United States, its agencies, instrumentalities, officers, agents, employees, and servants, arising under section 1342 of the ACA.

Respectfully submitted,

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