

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
Miami Division

MDL NO. 1334
Master File No. 00-1334-MD-MORENO

IN RE: MANAGED CARE LITIGATION

THIS DOCUMENT RELATES ONLY TO THE
FOLLOWING PROVIDER TRACK CASES:

Case No. 04-20143-CIV-MORENO

Ashton, et al. v. Anthem, Inc., et al.

Case No. 03-22804-CIV-MORENO.

Solomon, et al. v. Anthem, Inc., et al.

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTIONS AMONG HUMANA INC. AND HUMANA HEALTH PLAN, INC., HEALTHCARE PROVIDERS, HEALTHCARE PROVIDER GROUPS AND HEALTHCARE PROVIDER ORGANIZATIONS OF SETTLEMENT HEARING TO CONSIDER THE PROPOSED SETTLEMENT AND OF YOUR RIGHTS CONCERNING THE PROPOSED SETTLEMENT.

This Notice is to inform you about the proposed settlement of class action lawsuits with Humana Inc. and Humana Health Plan, Inc. (collectively, "Humana").

This Notice applies to you if you are a Healthcare Provider, other than a medical doctor or a doctor of osteopathy. Healthcare Providers include chiropractors, psychologists, counselors, podiatrists, acupuncturists, optometrists, physical and occupational therapists, nurse midwives, nurse practitioners, nurse anesthetists, nutritionists, orthotists, prosthetists, audiologists and speech and hearing therapists. This Notice also applies to Healthcare Provider Groups and Healthcare Provider Organizations made up of any of the foregoing providers, and to others who file claims for payment through Healthcare Providers, Healthcare Provider Groups or Healthcare Provider Organizations.

This Notice describes who is affected by this proposed settlement, the nature of the litigation, the settlement benefits that may be available to you if you are a member of the settlement class, including certain cash payments, how to request a settlement payment, how to exclude yourself from the settlement, and certain other rights and obligations of class members.

I. AM I PART OF THE SETTLEMENT CLASS?

This proposed settlement applies only to certain Healthcare Providers, Healthcare Provider Groups and Healthcare Provider Organizations. It applies to you if you meet each of the qualifications described in Sections I.A, I.B and I.C below. If you do not, you probably are not covered by the settlement. If you are unsure if you are covered by the settlement, you may contact the Settlement Administrator, toll free, at 1-800-420-2913.

A. YOU MUST BE A HEALTHCARE PROVIDER, HEALTHCARE PROVIDER GROUP OR HEALTHCARE PROVIDER ORGANIZATION.

A "Healthcare Provider" for purposes of this settlement means individual Healthcare Providers *other* than physicians (the term "physician" as used in this Notice means medical doctor or doctor of osteopathy). Healthcare Providers include, but are not limited to, chiropractors, psychologists, counselors, podiatrists, acupuncturists, optometrists, physical and occupational therapists, nurse midwives, nurse practitioners, nurse anesthetists, nutritionists, orthotists, prosthetists, audiologists and speech and hearing therapists.

A "Healthcare Provider Group" means any distinct legal entity (e.g., association, partnership or corporation) under which two or more Healthcare Providers practice and bill for their services under a single taxpayer identification number. A "Healthcare Provider Organization" means any distinct legal entity under whose auspices two or more Healthcare Providers practice and bill for their services under multiple taxpayer identification numbers.

You may also be included in the class if you are not a Healthcare Provider as explained above, but you submit claims for reimbursement of Covered Services rendered by you and billed through a Healthcare Provider's taxpayer identification number.

You are **NOT** part of this proposed settlement and this Notice does NOT apply to you if you are (1) a physician (or physician group or physician organization); (2) a Healthcare Provider who has submitted claims for covered services you have provided *solely* through the taxpayer identification number of a physician or physician group or physician organization; (3) a hospital or a facility; (4) a laboratory; or (5) a supplier of medical equipment and you do not also provide health care services along with the medical equipment (or you do not bill separately for health care services along with the provision of medical supplies). Also excluded from the class and proposed settlement are Healthcare Providers who were employees of a Humana staff-model HMO at the time the covered services were provided. Note that if you submitted certain claims through a physician taxpayer identification number, but also submitted other claims on your own behalf or with a Healthcare Provider Group or Healthcare Provider Organization, you may still participate in the settlement for those other claims.

B. YOU MUST HAVE PROVIDED COVERED SERVICES TO A HUMANA MEMBER, OR TO ANY PERSON WHO WAS COVERED BY A PLAN OFFERED OR ADMINISTERED BY ANY OR ALL OF THE FOLLOWING "OTHER DEFENDANTS" IN THE LITIGATION:

Aetna, Inc.
Aetna-USHC, Inc.
Anthem, Inc.
CIGNA Corporation

Coventry Health Care, Inc.
Health Net, Inc.
PacifiCare Health Systems, Inc.
Prudential Insurance Co. of America

United Health Care
United Health Group
WellPoint Health Networks, Inc.

C. YOU MUST HAVE PROVIDED THE COVERED SERVICES BETWEEN JANUARY 1, 1990 AND AUGUST 16, 2006.

II. WHO ARE THE HUMANA DEFENDANTS IN THIS CASE?

Defendants include Humana Inc. and Humana Health Plan, Inc., and all current and former direct and indirect subsidiaries and affiliates of Humana involved in the business of insuring or administering health benefit plans, including but not limited to ChoiceCare Corporation, Emphesys Insurance Company, Employers Health Insurance Company, as well as the entities listed in Exhibit 1 attached hereto.

This proposed settlement is only with Humana. None of the Other Defendants listed in Section I.B above is included in this settlement.

III. WHAT DEADLINES ARE THERE IN THE PROPOSED SETTLEMENT?

IT IS IMPORTANT FOR YOU TO READ THE ENTIRE NOTICE TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AS A MEMBER OF THE SETTLEMENT CLASS. However, you have certain rights and obligations in the proposed settlement that are *time sensitive* and require you to take action soon. Here are the important dates and deadlines that you should be aware of:

- October 30, 2006: Deadline to request exclusion from this settlement by submitting an “opt-out form,” available at www.humanaproviderssettlement.com. If you elect to exclude yourself from this settlement, you will not have the right to receive any settlement benefits and will not be bound by the release or any court orders affecting the class or the released claims.
- November 21, 2006: Deadline to revoke a timely submitted request to opt out by delivering to class counsel and the settlement administrator a written revocation, in the manner set forth in Section VII(b) below of this notice. Revocations received after this date will not be considered valid revocations.
- October 30, 2006: If you wish to participate in the settlement but object to the settlement or any aspect of the settlement, you must notify the Court, Humana and the Plaintiffs in writing of your objection, in the manner set forth in Section IX of this Notice.
- November 17, 2006: If you wish to appear at the hearing to be held to determine the fairness of the settlement and present argument to the Court, you must file written notification of your intent to appear in the manner described in Section X of this Notice.
- December 1, 2006: The Court will conduct a Final Approval Hearing (“Fairness Hearing”) to consider the fairness, reasonableness and adequacy of the proposed settlement with Humana, together with certain other matters relating to the settlement and resolution of the Litigation. The Fairness Hearing will be held on December 1, 2006 at 10:00 A.M. at the United States Courthouse, U.S. District Court for the Southern District of Florida, Courtroom IV, Tenth Floor, Federal Justice Building, 99 Northeast 4th Street, Miami, Florida 33132.
- January 13, 2007: Deadline for you to submit the Claim Form (included with this Notice and available at www.humanaproviderssettlement.com) in order to be eligible to receive any of the cash compensation provided by the proposed settlement.

IV. WHAT IS THIS LITIGATION GENERALLY ABOUT?

This Notice explains the proposed settlement among certain Healthcare Providers and professional associations and Humana to resolve two separate class action lawsuits brought on behalf of Healthcare Providers. Humana denies any wrongdoing alleged in these lawsuits. The two cases are *Ashton, et al. v. Humana Inc., et al.*; and *Solomon, et al. v. Humana Inc., et al.* The lawsuits are referred to in this Notice as the “Litigation.” These lawsuits are pending in the U.S. District Court for the Southern District of Florida (the “Court”) in a consolidated action called *In re Managed Care Litigation*, Provider Track Litigation, MDL No. 1334, Master File No. 00-1334-MD-MORENO.

These two lawsuits were brought by a number of individual Healthcare Providers and various state or national professional associations which represent the interests of Healthcare Providers. The professional associations are: American Podiatric Medical Association; Florida Chiropractic Association; Florida Psychological Association; Florida Podiatric Medical Association; Texas Podiatric Medical Association; California Podiatric Medical Association; and Arizona Chiropractic Society, Inc.

In general, plaintiffs allege that in various time periods from 1990 to the present, Humana improperly denied, delayed and/or reduced payment to Healthcare Providers, Healthcare Provider Groups, and Healthcare Provider Organizations by engaging in several types of allegedly improper conduct, including:

- Misrepresenting and/or failing to disclose the use of edits to unilaterally “bundle,” “downcode” and/or reject claims for medically necessary covered services;
- Failing and/or refusing to recognize CPT® modifiers;
- Concealing and/or misrepresenting the use of improper guidelines and criteria to deny, delay, and/or reduce payment for medically necessary covered services;
- Misrepresenting and/or refusing to disclose applicable fee schedules;
- Failing to pay claims for medically necessary covered services within the required statutory and/or contractual time periods; and
- Misrepresenting and/or failing to disclose the use of appropriate or unsound criteria to calculate payments due to Healthcare Providers, Healthcare Provider Groups, and Healthcare Provider Organizations compensated under a capitation system or payments due to Non-Participating Healthcare Providers based on usual and customary rates.

In addition, the *Solomon* and *Ashton* Complaints allege that Humana and the Other Defendants identified in Section I above conspired to engage in the above-described conduct. Plaintiffs claim that the conduct generally described above violated state and federal statutes, and they also seek recovery on common law theories, including breach of contract. If you would like further information about the asserted claims, you may review copies of the *Ashton* and *Solomon* Complaints at the office of the Clerk of the Court, United States Courthouse, U.S. District Court for the Southern District of Florida, 301 North Miami Avenue, Miami, Florida 33128, during regular business hours.

V. WHAT ARE THE PROPOSED SETTLEMENT BENEFITS?

The proposed settlement offers two forms of relief: (1) cash payments to Healthcare Providers, Healthcare Provider Groups, and Healthcare Provider Organizations from a guaranteed cash settlement fund (as detailed in § 8 of the settlement agreement); and (2) prospective relief requiring certain commitments with respect to Humana’s business practices and additional disclosures to Healthcare Providers, Healthcare Provider Groups, and Healthcare Provider Organizations (as detailed in § 7 of the Settlement Agreement). In order to receive the cash compensation portion of the settlement, you must take action during the limited time described in Section V below.

A. CASH COMPENSATION

1. WHAT CASH COMPENSATION IS AVAILABLE?

If the Court approves the settlement, Humana will establish a fund of **Three Million Five Hundred Thousand Dollars (\$3,500,000)** for payment of claims to class members. From the time that Humana deposits this amount until it is paid to class members, it will accrue interest. The total payment by Humana, and any interest accrued, is the “Settlement Fund.” The Settlement Fund will be distributed to class members who submit valid claims, or to certain associations to which class members direct their share of the Settlement Fund. To be eligible to receive a portion of the Settlement Fund if the settlement is approved, you must submit a valid claim to the Settlement Administrator. You may submit a claim even if you did not provide any Covered Service to a Humana Member, as long as you provided Covered Services to a person covered by a plan offered or administered by at least one of the Other Defendants

listed in Section I.B above between January 1, 1990 and August 16, 2006.

2. HOW MUCH OF THE SETTLEMENT FUND WILL I RECEIVE IF MY SETTLEMENT CLAIM IS VALID?

The amount you receive depends on the total dollar amount of claims for payment you and other Class Members submitted to Humana between January 1, 1990 and September 15, 2006. The Settlement Fund will be divided *pro rata* among class members submitting valid claims based on the total dollar value of claims for payment they have submitted to Humana. Here's how it will work:

(a) You must estimate in good faith the total dollar amount of claims you submitted to Humana between January 1, 1990 and September 15, 2006. **You will be required to attest to your estimate.** Your settlement claim will be assigned "points" based on your estimate as set forth below. A Class Member who did not submit any claims to Humana during that period, but did submit claims to Other Defendants, will be assigned one point.

Total Claims Submitted to Humana Between January 1, 1990 and September 15, 2006	Points	Amount
\$0-25,000	1	Base Amount
\$25,001-100,000	2	Base Amount x 2
\$100,001-250,000	3	Base Amount x 3
\$250,001-500,000	4	Base Amount x 4
\$500,001-1,000,000	6	Base Amount x 6
Over \$1,000,000	8	Base Amount x 8

For example, if you submitted claims to Humana totaling \$25,000 or less, your settlement claim will be assigned one (1) point. If your estimated claim submissions to Humana totaled between \$25,001 and \$100,000, your estimate will be assigned two (2) points, and so forth.

(b) The Settlement Administrator will determine the total number of points based on the dollar amounts aggregated from all valid claims submitted by Class Members. The total points will be divided into the Settlement Fund to determine the value per point, or the "Base Amount." If the settlement is approved, your payment from the Settlement Fund will be the Base Amount multiplied by the number of points assigned to your settlement claim. For example, a Class Member who had claims of between \$25,001 and \$100,000 for payment by Humana will be assigned two (2) points, and the Settlement Administrator will multiply the Base Amount by two (2).

3. HOW DO I SUBMIT MY CLAIM FOR CASH COMPENSATION?

To be eligible to receive a payment from the Settlement Fund, you must complete, sign and submit a "Claim Form" before January 13, 2007.

There are three ways to obtain and submit a Claim Form:

- (i) You may complete and sign the Claim Form included with this notice and mail it to the Settlement Administrator; or
- (ii) You may obtain a Claim Form by calling the Settlement Administrator, toll free, at 1-800-420-2913, or downloading a Claim Form from the Settlement Administrator's website at www.humanaproviderssettlement.com, complete and sign the Claim Form and mail it to the Settlement Administrator; or
- (iii) You may access the Claim Form, complete it, and submit it over the Internet on the Settlement Administrator's website at www.humanaproviderssettlement.com.

To submit a Claim Form by mail or over the Internet, you must complete all information requested on the Claim Form. You must estimate the total dollar amount of claims that you submitted to Humana during the period between January 1, 1990 and September 15, 2006. You must make a good faith reasonable effort to determine that your estimate is correct. If you are completing the Claim Form over the Internet, you must follow the prompts to complete the form and all required fields.

You may direct that your share of the Settlement Fund be contributed on your behalf to one of certain Healthcare Provider associations rather than receive the cash payment yourself. You may select only from the following organizations:

- American Academy of Nurse Practitioners
- American Chiropractic Association
- American Optometric Association
- American Physical Therapist Association
- American Podiatric Medical Association
- American Psychological Association Practice Organization
- National Hospice and Palliative Care Organization

You must indicate on your Claim Form if you wish to direct your cash payment to one of these organizations. If you do not make an election on the Claim Form, the payment will be made directly to you.

When you submit your Claim Form, you must certify, under penalty of perjury, that between January 1, 1990 and September 15, 2006 you submitted to Humana an aggregate amount of claims in the range that you have estimated on the Claim Form.

4. HOW DO I FILE A CLAIM AS A GROUP OR ORGANIZATION FOR ALL PROVIDERS IN MY GROUP?

If you are a Healthcare Provider Group or Healthcare Provider Organization, you may submit a single Claim Form on behalf of all of the Healthcare Providers on whose behalf you submitted claims to Humana between January 1, 1990 and September 15, 2006. You must provide the name and tax identification or Social Security number of each provider on whose behalf you are submitting a claim and all other information required by the Claim Form. The Settlement Administrator will calculate the number of points assigned to your Healthcare Provider Group or Healthcare Provider Organization by multiplying the points corresponding to the average amount of claims per Healthcare Provider by the number of Healthcare Providers on whose behalf the claim is submitted.

No single Healthcare Provider Group or Healthcare Provider Organization may be assigned more than 10% of the total points assigned to all valid claims.

Each individual Healthcare Provider in the Healthcare Provider Group or Healthcare Provider Organization is not required to separately certify the claim information, but an authorized representative of the Healthcare Provider Group or Healthcare Provider Organization must make the certification on behalf of all Healthcare Providers on whose behalf the Claim Form is submitted. Healthcare Providers may also possess and submit individual settlement claims using amounts billed to Humana under their own individual Social Security Number (and not through any Healthcare Provider Group Tax Identification Number). Claims data covering Healthcare Providers who are included in a Claim Form submitted by a Healthcare Provider Group or Healthcare Provider Organization, but who opted out of this settlement, will be disregarded by the Settlement Administrator.

Healthcare Provider Groups and Healthcare Provider Organizations may submit claims either by mail or electronically at www.humanaproviderssettlement.com.

5. WHERE DO I SUBMIT MY CLAIM FORM?

Once you have completed the Claim Form, you must either submit it electronically at the website listed above or mail it to the Settlement Administrator at the address printed on the Claim Form. If you submit your Claim Form by mail, the envelope must be postmarked NO LATER THAN JANUARY 13, 2007. If you submit your Claim Form electronically, it must be dated and transmitted NO LATER THAN JANUARY 13, 2007. If you do not submit your claim by that date, you will not receive any payment from the Settlement Fund.

6. WHAT WILL HAPPEN IF THERE IS AN ERROR ON MY CLAIM FORM?

The Settlement Administrator will notify you by mail if your Claim Form contains an error or insufficient information. You will have an opportunity to correct errors and deficiencies within thirty (30) days of the postmark date of the Settlement Administrator's notification that your claim was rejected. If you correct the deficiencies within the time permitted, the Settlement Administrator will process your claim. No payment will be made if your Claim Form is still deficient. The decision by the Settlement Administrator as to the validity of a Claim Form is final. If you fail to correct a deficient Claim Form, you will be able to receive all other settlement benefits and will continue to be bound by the release and any other Court orders applicable to the class.

7. WHEN WILL I RECEIVE PAYMENT FROM THE SETTLEMENT FUND?

If the proposed settlement is approved and no appeals are filed, Settlement Fund payments will be mailed to the address on your Claim Form approximately eighty (80) days after the end of the Claims Period. If an appeal is brought concerning the settlement, payment will be made after the appeal is resolved in favor of the settlement. Please check the Settlement Administrator's website at www.humanaprovidersettlement.com for updates regarding the settlement and payment date. If the court does not approve the proposed settlement, no settlement payments will be made.

B. PROSPECTIVE RELIEF RESULTING FROM THE SETTLEMENT

1. WHAT TYPES OF CHANGES WILL HUMANA MAKE GOING FORWARD?

As a part of the proposed settlement, Humana made certain commitments regarding its business practices and disclosures to Healthcare Providers. For example, Humana has agreed to:

- apply a definition of medical necessity in its contracts with Healthcare Providers that bases medical necessity determinations on generally accepted standards of medical practice, including standards that take into account physician and Healthcare Provider specialty society recommendations;
- use clinical guidelines that are based on credible scientific evidence published in peer-reviewed medical literature (taking into account physician and Healthcare Provider specialty society recommendations, the views of physicians and Healthcare Providers practicing in the relevant clinical areas, and other relevant factors);
- apply an internal review process for disputed Healthcare Provider claims in which a medical necessity denial can be made or authorized only by a physician or by a Healthcare Provider with knowledge of the applicable health care specialty or experience with the relevant condition or treatment under review, and in which an appeal of such a denial may be rejected only by a Healthcare Provider practicing in the same or similar discipline or specialty, or by a physician with sufficient knowledge, training, and expertise in the condition or treatment under review;
- give Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations access to Humana's medical necessity external review process, in which any appeals will be determined only by a Healthcare Provider who practices in the same or similar discipline or specialty, or by a physician in the same specialty as the referring physician or with sufficient knowledge, experience or information about the condition or treatment under review;
- establish an independent, billing dispute external review process for resolving disputes with Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations concerning many common billing disputes;
- not deduct more than one office visit co-payment in computing reimbursement for services rendered by the same healthcare provider on the same day, unless the plan member's health plan specifies that Humana deduct multiple co-payments.
- continue to pursue initiatives designed to facilitate the automated adjudication of claims submitted by Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations, and thereby reduce the average time taken by Humana to pay valid claims;
- fund initiatives to reduce the percentage of resubmitted claims;
- not automatically (*i.e.*, without first requesting review of clinical information) reduce the intensity coding of evaluation and management codes billed for certain covered services;
- not routinely require submission of clinical information before or after payment of claims and disclose on its website those limited categories for which clinical information must be submitted;
- identify services or supplies for which precertification is routinely required and undertake efforts to standardize the services and supplies for which precertification is required;
- disclose payment rules and make consistent its bundling and other computerized editing rules as specified in the Agreement;
- establish a Healthcare Provider Advisory Committee to discuss and make recommendations to Humana on issues of nationwide scope affecting Healthcare Providers that will include members who are Healthcare Providers in different healthcare specialties or disciplines;
- not include "gag clauses" in its contracts with Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations;
- devote resources to improve accuracy of information about eligibility of plan members;
- where all necessary information is available to Humana, ensure the payment of valid claims submitted in paper format or in electronic format within thirty (30) and fifteen (15) calendar days, respectively, and pay simple interest on the balance due at six percent (6%) per annum where it fails to meet such deadlines;
- provide Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations with the ability to view applicable fee schedule amounts for billing codes related to their practice;
- establish a compliance dispute resolution mechanism to address disputes regarding Humana's compliance with the agreement.

In addition, Humana will disclose additional information about its claim administration policies and procedures on its existing Internet website. These commitments, as well as others, are more fully described in the agreement.

2. WHAT DO I NEED TO DO TO GET PROSPECTIVE RELIEF?

You do not need to do anything to receive Prospective Relief if the settlement is approved by the Court, as long as you are a Class Member and you do not exclude yourself from the settlement. You will automatically be entitled to Prospective Relief.

3. WHEN WILL PROSPECTIVE RELIEF BE AVAILABLE?

In order to improve its relationship with Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations, some prospective relief has already been made available by Humana. Additional prospective relief will be available at about the time the settlement is approved.

VI. IF THE SETTLEMENT IS FINALLY APPROVED, WHAT CLAIMS WILL BE RELEASED?

If the proposed settlement is approved by the Court (“Final Approval”) and you do not exclude yourself from the Class, certain legal claims you may have against Humana and other Released Persons will be dismissed on the merits and with prejudice. No Released Claim may be asserted by you in any other lawsuit and your only remedies will be those set forth in the Settlement Agreement. Because the release is a critical element of the proposed settlement, it has been included here verbatim.

YOU SHOULD READ THE FOLLOWING SECTION VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

A. RELEASE AND COVENANT NOT TO SUE

Upon Final Approval, the Releasing Parties shall hereby be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever, remised, released, relinquished, compromised and discharged all Released Claims against each Released Person, whether or not any such Releasing Party submits any settlement claim or otherwise seeks any payment under the terms of the agreement.

The Releasing Parties agree and covenant not to sue or prosecute, institute or cooperate in the institution, commencement, filing, or prosecution of any suit on the basis of any Released Claim against any Released Person.

With respect to all Released Claims, the Releasing Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

B. DEFINITIONS

“Released Claims” means and includes any and all claims that have been or could have been asserted by or on behalf of any or all Class Members against the Released Persons, or any of them, and which arise prior to Final Approval by reason of, arising out of, or in any way related to any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referred to in the Litigation, except as otherwise provided for by this Agreement. This includes, without limitation and as to Released Persons only, any aspect of any Fee-for-Service claim submitted by any Class Member to Humana, and claims based upon a Capitation agreement with Humana, and any allegation that the Other Defendants and/or Humana have conspired with, aided and abetted, or otherwise acted in concert with other managed care organizations, other health insurance companies, and/or other third parties with regard to any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referred to in the Litigation or with regard to Humana’s liability for any other demands for payment submitted by any Class Member to such other managed care organizations, health insurance companies, and/or other third parties.

“Releasing Parties” (each a “Releasing Party”) means Class Members and, to the extent they have claims against Humana derived by contract or operation of law from the claims of Class Members, any and all subsidiaries, affiliates, shareholders, parents, directors, officers, employees, professional corporations, agents, administrators, executors, legal representatives, partners and partnerships, heirs, predecessors, successors and assigns of Class Members.

“Released Parties” means:

1. Humana and Humana’s insurers and counsel, including the Other Defendants’ counsel as defined herein.
2. Persons who provided claim processing services, software, proprietary guidelines or technology to Humana, those contracted agents processing claims on Humana’s behalf, together with each such Person’s predecessors or successors, but only to the extent of such Person’s services and work done pursuant to contract with Humana. Such Persons are expressly not “Released Parties” as to services provided to any Person other than Humana. Nothing herein is intended to release Delegated Entities.
3. “Released Parties” shall not include any defendant in MDL No. 1334 other than Humana or any current and former direct and indirect subsidiaries and affiliates of Humana involved in the health care business, including but not limited to ChoiceCare Corporation, Emphesys Insurance Company, Employers Health Insurance Company, as well as the Entities listed in Exhibit 1 attached hereto.

C. CERTAIN CLAIMS NOT RELEASED BY THE SETTLEMENT.

Retained Claims are not released by the settlement. Retained Claims are essentially claims that are in the pipeline as of the Final Approval date. Specifically, a Retained Claim is a claim for payment for the provision of Covered Services if, as of the date of Final Approval: (1) a claim has been filed with Humana, but not finally adjudicated by it; or (2) no claim has yet been filed with Humana and the period for filing such a claim has not expired. A claim is considered fully adjudicated when Humana’s internal appeals process has been completed. Healthcare Providers, Healthcare Provider Groups, or Healthcare Provider Organizations who wish to challenge Retained Claims must still go through Humana’s internal appeals process.

Retained Claims that involve the application of Humana’s coding and payment rules and methodologies will be handled by the billing dispute external review process established under the Settlement Agreement. For this type of claim only, Retained Claims also includes claims that were finally adjudicated during the thirty (30) days before Final Approval.

After any internal appeal has been exhausted, class members may submit such Retained Claims to the Billing Dispute External Review Process. This is the ONLY way to resolve Retained Claims that relate to the application of coding and payment rules and methodologies to patient-specific factual situations, including, for example, the appropriate payment amount when two or more CPT® codes are billed together, or whether the Healthcare Provider, Healthcare Provider Group, or Healthcare Provider Organization used modifiers appropriately.

Any such Retained Claim may be submitted to the billing dispute external review process if

- it was not finally adjudicated by Humana by the time of Final Approval; or

- it was finally adjudicated within thirty (30) days before Final Approval;
and
- it is submitted to the billing dispute external review process no later than ninety (90) days after final adjudication by Humana.

Additional information about how to submit claims to the billing dispute external review process will be available on the following website: www.humanaproviderssettlement.com. Please continue to check for details.

Retained Claims not involving the application of coding and payment rules and methodologies are not subject to resolution under any adjudication process created in connection with the settlement. However, your right to sue or seek other legal redress is not waived under the settlement as to these Retained Claims.

All other claims for services rendered before Final Approval are released by the settlement and are thus no longer subject to challenge by class members (except as specified above with respect to certain claims that were finally adjudicated in the thirty (30) days before Final Approval).

VII. IF I DO NOT WANT SETTLEMENT BENEFITS AND DO NOT WANT TO BE A CLASS MEMBER, MAY I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be part of the class or receive settlement benefits, you may exclude yourself, or “opt out.” If you exclude yourself, you will not be entitled to any settlement benefits described in this notice, and you will not be bound by the release. **You do not need to exclude yourself from the proposed settlement solely because you do not wish to file a Claim Form for a cash payment. You may receive prospective relief without filing a Claim Form and you need not withdraw from the settlement.**

A Healthcare Provider Group or Healthcare Provider Organization may opt out, as a separate legal entity, by having an authorized official of the Healthcare Provider Group or Healthcare Provider Organization complete and timely submit a request for exclusion on the Healthcare Provider Group’s or Healthcare Provider Organization’s behalf. A Healthcare Provider Group or Healthcare Provider Organization is not permitted to opt out its individual Healthcare Provider members; individual Healthcare Providers must complete and timely submit individual requests for exclusion if they do not wish to participate in the settlement. Any class member who does not opt out of this agreement shall be deemed to have taken all actions necessary to withdraw and revoke the assignment to any person of any claim against Humana.

A. HOW DO I EXCLUDE MYSELF?

To exclude yourself from the proposed settlement, you must complete, sign and submit an opt-out form. You may obtain the opt-out form by calling the Settlement Administrator, toll free, at 1-800-420-2913. This must be signed by you and must include: your name, business address and telephone number and all federal tax identification numbers under which you have sought or received reimbursement from Humana or any of the other health care insurance companies identifies in Section I. B above. The opt-out form is also available for downloading from the Settlement Administrator’s website at www.humanaproviderssettlement.com.

You must **mail** the completed, signed opt-out form to the Settlement Administrator at the following address:

Humana Healthcare Provider Settlement
Settlement Administrator
P. O. Box 4850
Portland, OR 97208-4850

THE ENVELOPE CONTAINING YOUR COMPLETED AND SIGNED OPT OUT FORM MUST BE POSTMARKED BY NO LATER THAN OCTOBER 30, 2006.

If you do not mail your signed opt-out form by no later than October 30, 2006, it will be ineffective and you will be part of the settlement class, and bound by all orders and judgments entered in connection with the settlement, including the Release.

B. WHAT IF I CHANGE MY MIND AFTER I OPT OUT AND WANT TO REMAIN A CLASS MEMBER AND RECEIVE SETTLEMENT BENEFITS?

Any member of the Class who submits a request to opt out of the settlement will have until November 21, 2006 to deliver to the Settlement Administrator a written and signed request to revoke the opt out. By revoking your opt out, you will become a member of the class. Any revocation must be received by the Settlement Administrator by this deadline. **Note that if you revoke your opt out, you must file a Claim Form as described in Section V if you wish to receive payment from the Settlement Fund.**

C. MAY I SUBMIT BOTH A CLAIM FORM AND AN OPT OUT FORM?

You may NOT file a Claim Form for a portion of the Settlement Fund and an opt-out form to exclude yourself from the Class. **If you submit both the Claim Form and an opt-out form, ONLY THE OPT-OUT FORM WILL BE EFFECTIVE.** (If you inadvertently submit both the Claim Form and an opt-out form, you can participate in the Settlement only if you mail written notice to the Settlement Administrator stating that you wish to **REVOKE YOUR OPT OUT, AND IT IS RECEIVED BY THE SETTLEMENT ADMINISTRATOR BY NOVEMBER 21, 2006.**)

VIII. WHAT WILL HAPPEN AT THE FAIRNESS HEARING?

The Fairness Hearing will be held on December 1, 2006 at 10:00 A.M. at the United States Courthouse, U.S. District Court for the Southern District of Florida, Courtroom IV, Tenth Floor, Federal Justice Building, 99 Northeast 4th Street, Miami, Florida 33132. The Court may change this date or time without further notice to the class.

At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable and adequate to the members of the class. The Court also will decide whether it should certify the class for settlement purposes pursuant to Rules 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure. The Court will determine whether to approve the opt-out requests. Finally, the Court will consider an application by Class Counsel for attorneys’ fees (including expenses), as well as an application for payment of incentive awards to the named plaintiffs.

Class Counsel in the two cases to be settled jointly will seek from the Settlement Fund (see Section V.A.1 above) an award of their attorneys’ fees (including expenses) incurred in litigating and resolving these cases against Humana of up to 30% of the Settlement Fund as will be determined by the Court. If awarded by the Court, such attorneys’ fees and expenses will reduce the amount of the Settlement Fund available for distribution to class members. In addition, the named plaintiffs in the two cases will petition the Court for incentive awards of no more than \$2,500 each, with the specific amounts to be determined at the Fairness Hearing. Humana has agreed to pay the incentive awards ordered by the Court, as long as they do not exceed this amount. Any such incentive award amounts, if approved by the Court, will be in addition to the Settlement Fund that is described above and will not reduce the amount available to members of the class if the settlement is approved. Plaintiffs’ Counsel will file a Motion for Attorneys Fees and expenses and post it on the settlement website at www.humanaproviderssettlement.com no later than October 20, 2006. Class members also may obtain copies of the motion at their expense by contacting Class Counsel. The Motion for Attorneys’ Fees, and any objections thereto, will be heard at the Fairness Hearing.

IX. IF I DISAGREE WITH THE SETTLEMENT OR ANY PART OF IT, MAY I NOTIFY THE COURT OF MY OBJECTION?

If you wish to object to the proposed settlement, or any part of it, you may notify the Court in writing of your objection and the basis for the objection. **You may not object to the settlement if you OPT OUT of the Class.** If you object to the settlement, you may still submit a Claim Form and receive settlement benefits if the settlement is approved, notwithstanding your objection.

A. HOW DO I OBJECT?

To object to the proposed settlement, you must comply fully with the following requirements:

1. **ON OR BEFORE OCTOBER 30, 2006**, you must file a statement with the Court stating your objection(s), if any, to the matters to be considered, your specific reason(s) for each objection, including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection. For your objection to be valid, the Court must receive your objection by **October 30, 2006**; and
2. **ON OR BEFORE OCTOBER 30, 2006**, you must serve copies of all material you filed with the Court upon Class Counsel and Counsel for Humana.

Class Counsel for Ashton, et al. v. Anthem, Inc., et al.:

Michael C. Dodge
David W. Dodge
Dodge & Associates, P.C.
Regency Plaza
3710 Rawlins, Suite 1600
Dallas, TX 75219

Dennis Reich
Debra Hayes
Reich and Binstock
4265 San Felipe
Suite 1000
Houston, TX 77027

Class Counsel for Solomon, et al. v. Anthem, Inc., et al.:

JoBeth Halper
JoBeth Halper Litigation Group, P.C.
160 Chesterfield Drive, Suite 2
Cardiff by the Sea, CA 92007

Andrew S. Friedman
Bonnett Fairbourn Friedman & Balint, P.C.
2901 N. Central Ave, Suite 1000
Phoenix, AZ 85012-3311

Counsel for Humana:

K. Lee Blalack & Brian D. Boyle
O'Melveny & Myers LLP
1625 Eye Street, N.W.
Washington, D.C. 20006

If your objection is not received by the Court and the above-listed counsel by October 30, 2006, your objection will not be considered by the Court and you will waive your right to further object to the settlement, or any part of it.

B. AM I ENTITLED TO RETAIN MY OWN ATTORNEY TO HELP ME OBJECT TO THE PROPOSED SETTLEMENT OR CONSIDER WHETHER TO PARTICIPATE?

Yes, you may retain your own attorney to act on your behalf in exercising your rights under the proposed settlement, although you are under no obligation to do so. If you elect to retain counsel, it will be at your own expense, and your counsel will not be paid from the attorneys' fees awarded by the Court to Class Counsel or by Humana.

X. MAY I PARTICIPATE IN THE FAIRNESS HEARING?

You or your counsel may appear at the Fairness Hearing to present your objection(s) to the proposed settlement. To do so, you must file with the Court and serve on the counsel listed in Section IX above a written notice of your intent to appear at the Fairness Hearing. This notice must be **received** by the Court and counsel no later than November 17, 2006.

XI. DO I NEED TO DO ANYTHING NOW?

IF YOU WANT TO REMAIN IN THE CLASS AND PARTICIPATE IN THE PROPOSED SETTLEMENT, YOU MAY SUBMIT THE CLAIM FORM NOW, BY FOLLOWING THE INSTRUCTIONS IN SECTION V ABOVE.

YOU ARE NOT REQUIRED TO SUBMIT A CLAIM FORM TO REMAIN IN THE CLASS. IF YOU WANT TO REMAIN IN THE CLASS, BUT DO NOT WANT TO SUBMIT A CLAIM, YOU DO NOT NEED TO DO ANYTHING. YOU WILL STILL BE A MEMBER OF THE CLASS IF THE SETTLEMENT IS APPROVED UNLESS YOU EXCLUDE YOURSELF BY FOLLOWING THE OPT-OUT PROCEDURES IN SECTION VII ABOVE.

PARTICIPATING IN THIS SETTLEMENT WILL NOT TERMINATE OR AFFECT ANY MANAGED CARE AGREEMENTS YOU HAVE WITH HUMANA.

XII. WHOM MAY I CONTACT IF I HAVE QUESTIONS?

If you have questions regarding this Notice, the proposed settlement with Humana or the Litigation generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites:

www.humanaprovider settlement.com
www.bffb.com
www.reichandbinstock.com
www.texasatty.com

By Telephone:

Settlement Administrator: 1-800-420-2913

By E-Mail:

claimsadmin@humanaprovider settlement.com

By Mail:

JoBeth Halper
JoBeth Halper Litigation Group, PC
160 Chesterfield Drive, Suite 2
Cardiff by the Sea, CA 92007

Andrew S. Friedman
Bonnett Fairbourn Friedman & Balint, PC
2901 N. Central Ave, Suite 1000
Phoenix, AZ 85012-3311

Michael D. Dodge
David W. Dodge
Dodge & Associates, P.C.
Regency Plaza
3710 Rawlins, Suite 1600
Dallas, TX 75219

Debra Brewer Hayes
Reich & Binstock
4265 San Felipe, Suite 1000
Houston, TX 77027

PLEASE DO NOT CALL HUMANA, YOUR HUMANA PROVIDER RELATIONS REPRESENTATIVE, THE COURT OR THE CLERK'S OFFICE.

XIII. THE SETTLEMENT AGREEMENT; EXAMINATION OF PAPERS

This notice is a summary and does not describe all details of the proposed settlement with Humana, the settlement agreement or the proceedings in the litigation generally. Capitalized terms used in this notice that are not otherwise defined have the meaning assigned to them in the Agreement.

A complete copy of the settlement agreement can be found and downloaded on the following website:

www.humanaprovidersettlement.com

In addition, you may review the complete files of papers submitted in the Litigation in the office of the Clerk of the Court, United States Courthouse, U.S. District Court for the Southern District of Florida, 301 North Miami Avenue, Miami, Florida 33128, during regular business hours.

If the Court does not approve the proposed settlement, the Settlement Agreement will be null and void. If there are further actions taken in the Litigation that affect your rights, you will receive such notice, if any, as the Court may order.

XIV. REQUEST TO FORWARD THIS NOTICE

If you would be a member of the Class described in this Notice but you have assigned any claim that might be covered by the proposed settlement or the release described above, please forward this Notice to the appropriate person to whom the claim was assigned as soon as possible.

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

Humana Healthcare Provider Settlement
Settlement Administrator
P.O. Box 4850
Portland, OR 97208-4850