

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

RICK LOVE, M.D., *et al.*,
Plaintiffs

v.

BLUE CROSS AND BLUE SHIELD ASSOCIATION, *et al.*,
Defendants

Case No. 03-21296-CIV-MORENO/SIMONTON

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION WITH CERTAIN BLUE CROSS AND BLUE SHIELD PARTIES INCLUDING HIGHMARK INC. AND MOUNTAIN STATE, OF SETTLEMENT HEARING TO CONSIDER THE PROPOSED SETTLEMENT, AND OF YOUR RIGHTS CONCERNING THE PROPOSED SETTLEMENT

IF YOU ARE A PHYSICIAN, PHYSICIAN GROUP, OR PHYSICIAN ORGANIZATION WHO PROVIDED COVERED SERVICES TO ANY INDIVIDUAL ENROLLED IN OR COVERED BY ANY BLUE CROSS AND BLUE SHIELD PLANS AT ANY TIME BETWEEN MAY 22, 1999 AND NOVEMBER 19, 2007, PLEASE READ THIS NOTICE CAREFULLY.

THIS CLASS ACTION AND THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS.

I. WHY SHOULD YOU READ THIS NOTICE?

If you are or have been a Physician, Physician Group, or Physician Organization¹ who or which practiced in the United States since May 22, 1999, your rights may be affected by a proposed settlement with certain Blue Cross and Blue Shield parties (“Settlement”) in the class action lawsuit known as Love, *et al.* v. Blue Cross and Blue Shield Ass’n, *et al.*, (formerly, Thomas, *et al.* v. Blue Cross and Blue Shield Ass’n, *et al.*), Case No. 03-21296-CIV-MORENO/SIMONTON (the “Action”), which is pending in the U.S. District Court for the Southern District of Florida (the “Court”).

The Blue Cross and Blue Shield Plans and their current and former Subsidiaries and Affiliates involved in the proposed Settlement are: Highmark Inc., Keystone Health Plan West, Inc., Highmark West Virginia, Inc. (d/b/a/ Mountain State Blue Cross Blue Shield), and Parker Benefits, Inc. (d/b/a/ Super Blue HMO) (the “Blue Plans” or “settling Blue Plans”). Keystone Health Plan Central, Inc., is not a Blue Plan or a Settling Blue Plan.

You may be a Class Member (described below) in the Action if you have provided Covered Services to Plan Members enrolled in or covered by a plan offered or administered by any of these Blue Plans or by other primary licensees of the BCBSA.

The Representative Plaintiffs have agreed to settle all claims against the Blue Plans in the Action in exchange for the Blue Plans’ commitments regarding their business practices, and the establishment of a Settlement Fund with respect to which Class Members can make claims for settlement payment. The Court has scheduled a hearing to consider the fairness, reasonableness, and adequacy of the proposed settlement with the Blue Plans, together with certain other matters, on January 31, 2008 at 9:00 AM, at the United States Courthouse, Courtroom IV, Tenth Floor, Federal Justice Building, 99 Northeast Fourth Street, Miami, Florida, 33132 (the “Settlement Hearing”). Please note that the Court may adjourn the Settlement Hearing without further written notice to putative Class Members.

You may be a Class Member who would be entitled to receive the benefits of the proposed Settlement. As a Class Member, however, you will also be bound by the release and other provisions of the Settlement if it is approved by the Court. You may elect to Opt-Out of the Class and the Settlement, as explained below. You may also have a right to object to the Settlement or to the applications for attorneys’ fees and Representative Plaintiffs’ fees that Class Counsel intend to make to the Court, but only if you comply with the procedures described in this notice. **BECAUSE YOUR RIGHT TO PURSUE CERTAIN TYPES OF CLAIMS AGAINST THE BLUE PLANS, AND CERTAIN OTHERS AFFILIATED WITH THE BLUE PLANS, MAY BE AFFECTED BY THE SETTLEMENT, YOU SHOULD READ THIS NOTICE CAREFULLY.**

II. WHAT IS THIS LITIGATION ABOUT?

The Complaint in the Action alleges, among other things, that between 1999 and the present, the Blue Plans, among others, engaged in a conspiracy to improperly deny, delay, and/or reduce payments to physicians, physician groups, and physician organizations by engaging in several types of allegedly improper conduct, including but not limited to:

¹ All Capitalized terms in this notice are defined in the Settlement Agreement, copies of which are available as described below.

- Misrepresenting and/or failing to disclose the use of edits to unilaterally “bundle,” “downcode,” and/or reject claims for medically necessary covered services;
- Failing to pay for “medically necessary” services in accordance with member plan documents;
- 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; and
- Failing to pay claims for medically necessary covered services within the required statutory and/or contractual time periods.

The Complaint in the Action claims that the conduct described above violated the federal statute entitled the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.* The Blue Plans deny the factual allegations and legal claims asserted in the Complaint in the Action, and deny any liability or wrongdoing relating thereto. If you would like further information about the claims asserted in the Action, you can review a copy of the Complaint at: www.HighmarkPhysicianSettlement.com; www.hmosettlements.com; www.WhatleyDrake.com; www.ArchieLamb.com; and www.kttlaw.com

The Action asserting these and other claims against the Blue Plans and other Blue Cross and Blue Shield licensed plans began in approximately 2003 before the federal court in Miami. Since the initial complaint was filed, substantial proceedings have occurred, including the production of a significant number of documents by the defendants and the depositions of various witnesses. As part of the Settlement, the Blue Plans would no longer actively participate in the Action.

Prior to this proposed Settlement, two other settlements involving other defendants in the Action have been announced. In the first, WellPoint, Inc. and the current and former direct and indirect subsidiaries and affiliates of WellPoint, Inc., such as the former Anthem, Inc., agreed to a separate settlement with, among others, the Representative Plaintiffs. That settlement was given final approval by the Court in an order entered on December 22, 2005 (and amended on January 3, 2006).

Second, in April 2007 a group of 23 additional defendants in the Action announced a settlement (“the April settlement”). One more defendant (Independence Blue Cross) joined this settlement in July. You may have received a notice of this settlement in late July or early August 2007. The Court has not yet decided whether to approve the April settlement, but held a hearing to consider whether to do so on November 14, 2007.

Still other defendants in the Action who are neither WellPoint entities, nor entities involved in the April Settlement, nor Parties to this proposed Settlement, may continue to defend the claims asserted in the Action on various grounds.

III. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

In a settlement agreement dated October 19, 2007 (the “Settlement Agreement”), the Representative Plaintiffs and the Signatory Medical Societies have agreed to settle all claims that were or could have been asserted against the Blue Plans and certain of their Affiliates and Subsidiaries in the Action, in exchange for the Blue Plans’ commitments regarding their business practices and for certain monetary consideration. The terms of the Settlement Agreement are summarized in this notice, but a copy of the entire Settlement Agreement can be reviewed at [Insert the Settlement Administrator’s Website]. It is also available at www.hmosettlements.com, www.WhatleyDrake.com, www.ArchieLamb.com, and www.kttlaw.com.

A. The Settlement Class

The proposed Settlement with the Blue Plans will be on behalf of the following Persons (collectively, the “Class” and each member of the Class a “Class Member”), which Class has been conditionally certified for settlement purposes:

“Class” means any and all Physicians, Physician Groups and Physician Organizations who provided Covered Services to any Plan Member or services to any individual enrolled in or covered by a Plan offered or administered by any Person named as a defendant in the Complaint or by any other primary licensee of the BCBSA or by any of their respective current or former subsidiaries or Affiliates, in each case from May 22, 1999 through November 19, 2007. The Class shall exclude: (i) all Persons who, in accordance with the terms of this Agreement, execute a timely request for exclusion (Opt-Out) from the Class; and (ii) the Blue Plans, their Affiliates and any of their officers, directors, and employees.

B. The Settlement Consideration

If the Settlement is approved by the Court, the Settlement Agreement provides for both monetary and other benefits to be provided by the Blue Plans to Class Members.

C. Business Practice Commitments

As a part of the Settlement, the Blue Plans have agreed to commitments regarding their business practices. For example, the Blue Plans have agreed, subject to implementation dates described in the Settlement Agreement to: (a) include in their contracts with Physicians a definition of Medical Necessity that bases Medical Necessity determinations on factors including generally accepted standards of medical practice; (b) use clinical guidelines that are based on credible scientific evidence published in peer reviewed medical literature (taking into account Physician Specialty Society recommendations, the views of Physicians practicing in the relevant clinical areas, and other relevant factors) when making Medical Necessity determinations; (c) provide Class Members access to the applicable Blue Plan's Medical Necessity external review process; (d) establish an external review process for resolving Billing Disputes with Class Members; (e) make investments designed to facilitate the automated adjudication of claims submitted by Physicians and thereby reduce the average time taken by the Blue Plans to pay valid claims; (f) continue to fund initiatives to reduce the percentage of resubmitted claims for Covered Services; (g) not automatically reduce the intensity coding of evaluation and management codes billed for certain covered services; (h) disclose payment rules and conform bundling and other Edit practices and procedures as specified in the Settlement Agreement; (i) not include "gag clauses" in its contracts with Class Members; (j) continue to devote resources to improve accuracy of information about eligibility of Plan Members; (k) where all necessary information is available to the applicable Blue Plan, ensure the payment of valid Complete Claims within 15 business days for electronically-submitted claims and 30 days for paper claims; (l) provide relevant Class Members with the ability to view applicable fee schedule amounts for billing codes related to their practice; (m) follow protocols for the reimbursement of Physicians providing mental health care services as specified in the Settlement Agreement; and/or (n) establish a Compliance Dispute resolution mechanism to address disputes regarding the Blue Plans' compliance with the Settlement Agreement. In addition, the Blue Plans will disclose additional information about their claim administration policies and procedures on their existing websites. These changes, as well as others, are more fully described in the Settlement Agreement.

D. The Settlement Fund

As a part of the Settlement, the Blue Plans have agreed to make a settlement payment of \$9,958,968 which, together with accrued interest from December 19, 2007, will be distributed to Physicians who are Class Members and who timely file a Claim Form. If the Settlement is approved by the Court, these Class Members will be entitled to payments from the Settlement Fund in accordance with formulas that are set forth in the Settlement Agreement.

- A Physician who provided any Covered Services reimbursed by primary licensees of the BCBSA since May 22, 1999 but who has since become an inactive Physician, retired from the practice of, or otherwise ceased to practice, medicine, or has died as of November 19, 2007 (a "Retired Physician"), will receive a pro rata portion of the amount of the Settlement Fund that has been allocated to such Retired Physicians.
- An actively-practicing Physician (an "Active Physician") whose Gross Receipts for the calendar years 2004, 2005, and 2006 for providing Covered Services to the settling Blue Plans' Plan Members were in the aggregate zero or less than \$5,000 will receive a single Base Amount (determined pro rata according to the claims that are filed) from the amount of the Settlement Fund that is allocated to Active Physicians.
- An Active Physician whose Gross Receipts for the calendar years 2004, 2005, and 2006 for providing Covered Services to the settling Blue Plans' Plan Members were in the aggregate at least \$5,000 but less than \$50,000 will receive a pro rata portion of five (5) times the Base Amount from the amount of the Settlement Fund that is allocated to Active Physicians.
- An Active Physician whose Gross Receipts for the calendar years 2004, 2005, and 2006 for providing Covered Services to the settling Blue Plans' Plan Members were in the aggregate \$50,000 or greater, will receive a pro rata portion of ten (10) times the Base Amount from the amount of the Settlement Fund that is allocated to Active Physicians.
- Alternatively, an Active Physician may establish, through the submission of billing records or similar information, that his or her settlement compensation category (of the three provided and described above) should be based on aggregate payments received for providing Covered Services to the settling Blue Plans' Plan Members over any consecutive three-year period from May 22, 1999 through December 31, 2006.
- In determining Gross Receipts, Physicians should include amounts paid by the settling Blue Plans directly or by intermediaries for providing Covered Services to the settling Blue Plans' Plan Members. For example, a Physician may have provided services through an intermediary that contracted with a Blue Plan to provide the services (for example, an IPA, medical group, organized delivery system, Physician hospital organization, etc.).

In determining Gross Receipts for providing Covered Services to the settling Blue Plans ‘ Plan Members, Physicians should also include amounts they received from such intermediaries for treating the settling Blue Plans’ Plan Members.

- **Active Physicians against whom a Blue Plan has obtained a final finding of fraud and/or abuse (as that term is defined in Section 8.3(h) of the Settlement Agreement) from a judicial, arbitral, or administrative proceeding and a corresponding final judgment for damages arising from a claim (or claims) for payment for the same time period for which a claim may be asserted are not entitled to payment from the Settlement Fund regardless of their status as Class Members.**
- Physician Groups and Physician Organizations may submit claims on behalf of individual Physicians employed by or otherwise working with them at the time that the claims are made, without the necessity of individual signatures from the individual Physicians, if authorized to do so by such Physicians or the compensation for the Covered Services provided by such Physicians belonged to the Physician Group or Physician Organization. A Physician Group or Physician Organization may only submit claims on behalf of individual Physicians, not on behalf of the Physician Group or Physician Organization itself. No Covered Service provided by an individual Physician may be the subject of more than one submission, either by the individual Physician or by a Physician Group or Physician Organization on the Physician s behalf, but not both. Physician Groups and Physician Organizations may make claims on behalf of individual Physicians employed by or otherwise working with them who are Class Members, but not on behalf of, or with respect, to Covered Services provided by any individual Physicians that choose to Opt-Out of the Class and the Settlement. Nor may Physician Groups or Physician Organizations make claims on behalf of any individual Active Physicians against whom a Blue Plan has obtained a final finding of fraud and/or abuse (as that term is defined in Section 8.3(h) of the Settlement Agreement) from a judicial, arbitral, or administrative proceeding and a corresponding final judgment for damages arising from a claim (or claims) for payment for the same time period for which a claim may be asserted.
- The Settlement Fund is described in detail in Section 8 of the Settlement Agreement.

If you are a Physician, the heir of a deceased Physician, or a Physician Group or Physician Organization submitting a claim on behalf of an individual Physician, who is eligible to participate in the Settlement Fund, you may submit a claim using the Claim Form and Claim Form Instructions enclosed with this notice, to the Settlement Administrator at the following address:

Highmark/Mountain State
Settlement Administrator
PO Box 3775
Portland, OR 97208-3775

E. Charitable Organizations

Class Members may elect to have the amount of their settlement payment from the Settlement Fund (discussed in the prior section) contributed on their behalf to a charitable organization set forth on Exhibit L to the Settlement Agreement. A list of the charitable organizations that may receive your donation is also attached to the Claim Form Instructions enclosed with this notice.

F. The Release and Dismissal with Prejudice

Upon final approval of the Settlement, the Action will be dismissed with prejudice as to the Blue Plans. In addition, Blue Plans, and certain others affiliated with the Blue Plans (collectively, the “Released Parties”), will receive a release and discharge from the Class (which would not include putative Class Members who or which timely elect to Opt-Out of the Class and the Settlement, as discussed below) of any and all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys fees, losses, claims, liabilities and demands of whatever kind, source or character whether arising under any federal or state law, which (consistent with the Parties ‘ understanding of the settlements in Shane) includes, but is not limited to, the Racketeer Influenced and Corrupt Organizations Act, antitrust and other statutory and common law claims, intentional or nonintentional, (each a “Claim”), arising on or before the Effective Date, that are, were or could have been asserted against any of the Released Parties by reason of, arising out of, or in any way related to any of the facts, acts, events, transactions, occurrences, course of conduct, business practices, representations, omissions, circumstances, or other matters referenced in the Action, or addressed in the Settlement Agreement, whether any such Claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other Persons. The provisions regarding the discharge of all Released Claims is discussed in Section 13.1 of the Settlement Agreement, to which you should refer if you have any questions as to its applicability.

Excluded from the release are claims for certain Covered Services that are or were in the process of being submitted to, adjudicated or paid by the Blue Plans at or around the time that the Settlement Agreement was entered into

and the Court approval process was begun. This provision regarding “Retained Claims” is discussed in more detail in Section 13.6 of the Settlement Agreement, to which you should refer if you have any questions as to its applicability.

Except as described above, nothing in the Settlement Agreement is intended to relieve any Person that is not a Released Party from responsibility for its own conduct or the conduct of other Persons or entities who are not Released Parties for claims that are not Released Claims, or to preclude any Representative Plaintiff from introducing any competent and admissible evidence to the extent consistent with the Settlement Agreement. In addition, except as described above, nothing in the Settlement Agreement prevents the Representative Plaintiffs or Class Member from pursuing claims to hold any Person that is not a Released Party liable for damages caused by that Party’s conduct in a conspiracy involving any Released Party. Keystone Health Plan Central, Inc., is not a Released Party under this Settlement Agreement.

Finally, the Settlement Agreement includes a covenant not to sue the Released Parties (including the Blue Plans) for Claims that are subject to the release, with certain limited exceptions which are described in detail in Sections 13.6 and 13.7 of the Settlement Agreement, to which you should refer if you have any questions as to their applicability.

The release provided for in the Settlement Agreement applies to Claims whether they are known or unknown. In this regard, each Class Member and the Class shall be deemed expressly to have waived and relinquished: (a) the provisions, rights and benefits conferred by California Civil Code § 1542, which reads:

“Section 1542. General Release - Claims Extinguished. 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 § 1542 of the California Civil Code.

IV. WHAT WILL HAPPEN AT THE SETTLEMENT HEARING?

As noted above, the Settlement Hearing will be held on January 31, 2008, at 9:00 AM, at the United States Courthouse, Courtroom IV, Tenth Floor, Federal Justice Building, 99 Northeast Fourth Street, Miami, Florida, 33132. However, the order scheduling that hearing also provides that it may be adjourned by the Court without any additional notice to putative Class Members other than an announcement in open court.

At the Settlement Hearing, the Court will consider several different issues, including:

First, the Court will consider whether the proposed Settlement of the Action with the Blue Plans that is reflected in the Settlement Agreement is fair, reasonable and adequate to putative Class Members.

Second, the Court will consider whether it should certify the Class for settlement purposes pursuant to Rules 23(a), 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure. Among other things, this will require the Court to determine (i) whether questions of law or fact common to the putative Class Members predominate over questions affecting only individual putative Class Members, and (ii) whether a class action is superior to other available methods for fair and efficient adjudication of the controversy. If the Court certifies the Class for settlement purposes, putative Class Members who or which have timely elected to Opt-Out of the Class by following the procedures described below will be excluded from it.

Third, the Court will consider whether to enter orders that would prevent Class Members and certain other Persons, including the defendants in the Action other than the Blue Plans, from asserting certain claims against the Blue Plans in the future.

Fourth, the Court will consider the applications for a payment of fees by the Blue Plans to the Representative Plaintiffs, which is discussed in more detail below.

Fifth, the Court will consider an application by counsel to the Class for attorneys’ fees and expenses to be paid by the Blue Plans, which is also discussed in more detail below.

V. CAN I PARTICIPATE IN THE SETTLEMENT HEARING?

Any putative Class Member, or other interested Person, who or which objects to the proposed Settlement with the Blue Plans, the Settlement Agreement, the applications for attorneys’ fees, or the other matters to be considered at the

Settlement Hearing may appear and present such objections, provided, however, that Persons who or which have elected to Opt-Out of the Class and the Settlement will not be entitled to object. In order to be permitted to object to the proposed Settlement, however, you must, ON OR BEFORE JANUARY 14, 2008 comply fully with the following requirements:

- File with the Court a written statement setting forth your objections to the matters to be considered and the basis for those objections, together with any documentation you want the Court to consider. If you intend to appear at the Settlement Hearing, you must also file a written notice of intention to appear at this same time; and
- Serve copies of all such materials either by hand or overnight delivery upon the following counsel:

Edith M. Kallas , Joe R. Whatley, Jr., Joseph P. Guglielmo WHATLEY DRAKE & KALLAS LLC 1540 Broadway, 37th Floor New York, NY 10036	Archie Lamb, Jr. LAW OFFICES OF ARCHIE LAMB, LLC 2900 First Avenue Birmingham, AL 35233	Harley S. Tropin Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Blvd., 9th Floor Miami, FL 33134
Daniel I. Booker, Jeremy D. Feinstein REED SMITH LLP 435 Sixth Ave. Pittsburgh, PA 15219		

If you do not comply with the foregoing procedures and deadlines for filing and serving a written statement setting forth your objections, and a written notice of your intention to appear at the Settlement Hearing, if applicable, you may lose substantial legal rights, including but not limited to: the right to appear and be heard at the Settlement Hearing; the right to contest approval of the proposed Settlement or the application for an award of attorneys’ fees and expenses to Class Counsel; the right to contest approval of the application for the payment of fees to the Representative Plaintiffs and the Representative Plaintiffs in Other Actions; and the right to contest any other orders or judgments of the Court entered in connection with the proposed Settlement.

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 Action that affect your rights, you will receive notice as determined by the Court.

VI. HOW DO I FILE A CLAIM?

As discussed above, the proposed Settlement contemplates certain settlement payments to Class Members with respect to Claim Forms that are timely submitted to the Settlement Administrator. In order to qualify for a settlement payment, you must complete the enclosed Claim Form, sign the form, and mail the completed and signed form by NO LATER THAN FEBRUARY 27, 2008 to:

**Highmark/Mountain State
 Settlement Administrator
 PO Box 3775
 Portland, OR 97208-3775**

IN ORDER TO BE ENTITLED TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THE CLAIM FORM, AND THE ENVELOPE RETURNING YOUR CLAIM FORM MUST BE MAILED TO THE SETTLEMENT ADMINISTRATOR WITH A POSTMARK DATE NO LATER THAN FEBRUARY 27, 2008. IF YOUR SIGNED CLAIM FORM IS NOT MAILED TO THE SETTLEMENT ADMINISTRATOR BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND.

IF YOU ARE AN ACTIVE PHYSICIAN AGAINST WHOM A BLUE PLAN HAS OBTAINED A FINDING OF FRAUD AND/OR ABUSE (AS THAT TERM IS DEFINED IN SECTION 8.3(h) OF THE SETTLEMENT AGREEMENT) FROM A JUDICIAL, ARBITRAL, OR ADMINISTRATIVE PROCEEDING AND A CORRESPONDING FINAL JUDGMENT FOR DAMAGES FOR THE SAME TIME PERIOD FOR WHICH A

CLAIM MAY BE ASSERTED, YOU ARE NOT ENTITLED TO PAYMENT FROM THE SETTLEMENT FUND, REGARDLESS OF YOUR STATUS AS A CLASS MEMBER.

If you submit a claim, or if a Physician Group or Physician Organization submits a claim on your behalf, you will be electing to be a Class Member and will be bound by all proceedings, orders, and judgments entered in connection with the proposed Settlement and the Settlement Agreement, including the release, covenant not to sue, and dismissal with prejudice described above. Physician Groups and Physician Organizations may make claims on behalf of individual Physicians employed by or otherwise working with them who are Class Members, but not on behalf of, or with respect to Covered Services provided by, any individual Physicians who choose to Opt-Out of the Class and Settlement, or on behalf of individual Physicians who are submitting claims on their own behalf for the same Covered Services.

VII. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not want to be a Class Member and participate in the proposed Settlement, then BY NO LATER THAN JANUARY 14th, 2008, the Notice Administrator must receive your written request to Opt-Out of the Class and the Settlement, including your name, business address, telephone number, Federal Tax Identification Number, and signature. Physician Groups or Physician Organizations may exclude themselves, as distinct legal entities, from the Class by submitting a complete and timely request to Opt-Out. Physician Groups or Physician Organizations may not request to Opt-Out individual Physicians, unless the Physician Group or Physician Organization has written authorization to act on behalf of those Physicians, which authorization has been submitted to the Notice Administrator. Individual Physicians seeking to Opt-Out must otherwise submit their own individual, complete and timely request to Opt-Out. Opt-Out requests must be submitted to:

**Highmark/Mountain State
Settlement Administrator
PO Box 3775
Portland, OR 97208-3775**

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT-OUT OF THE CLASS AND THE SETTLEMENT, YOUR COMPLETE AND SIGNED OPT-OUT REQUEST MUST BE RECEIVED BY THE NOTICE ADMINISTRATOR BY NO LATER THAN JANUARY 14th, 2008. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT-OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.

If you choose to Opt-Out of the Settlement and the Class, you will not be entitled to receive the benefits of the proposed Settlement with the Blue Plans, including any payment from the Settlement Fund and any benefit from the business practice commitments specified in the Settlement Agreement. Your claims against the Blue Plans will not be released and you will be free to pursue any claims you believe you have by filing a separate action or request for arbitration if you are subject to an arbitration agreement.

Any putative Class Member who or which timely submits a request to Opt-Out of the Class and the Settlement will have until the Settlement Hearing to deliver to the Notice Administrator a written revocation of the request to Opt-Out and shall thereby become a Class Member.

VIII. WHAT ABOUT ATTORNEYS' FEES, COSTS, AND EXPENSES?

If the Court approves the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys' fees, including costs and expenses. In the Settlement Agreement, the Blue Plans have agreed not to oppose such an application in the aggregate amount of up to \$3,807,840. If the Court awards attorneys' fees and expenses in an amount no greater than that amount, the Blue Plans will pay the amount awarded by the Court to Class Counsel. This payment is in addition to the settlement consideration to the Class Members that is described above and will not reduce the amount available to Class Members if the Settlement is approved.

IX. WHAT ARE THE REPRESENTATIVE PLAINTIFFS' FEES?

In addition to the application by Class Counsel for attorneys' fees and expenses described in the preceding section, in connection with the Court's consideration of the Settlement, the Representative Plaintiffs intend to seek an award from the Court of fees in the amount of up to Seven Thousand and Five Hundred Dollars (\$ 7,500) for each Representative Plaintiff, which, if awarded, would be in addition to the settlement consideration that will be available to

Class Members generally. In the Settlement Agreement, the Blue Plans have agreed not to oppose such an application up to seven thousand and five hundred dollars (\$ 7,500) for each Representative Plaintiff and each Representative Plaintiff in Other Actions. If the Court awards Representative Plaintiffs and Representative Plaintiffs in Other Actions a fee up to that amount, the Blue Plans will pay such amount to the Representative Plaintiffs.

X. WHOM CAN I CONTACT WITH QUESTIONS?

If you have questions regarding this notice, the proposed Settlement with the Blue Plans, the Settlement Agreement, or the Action generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites: www.HighmarkPhysicianSettlement.com; www.hmosettlements.com; www.WhatleyDrake.com; www.ArchieLamb.com; www.kttlaw.com

By Telephone:

1-866-486-1725 (Settlement Administrator)

By Mail:

Whatley Drake & Kallas, LLC 1540 Broadway, 37 th Floor New York, New York 10036 Attention: Edith Kallas	Law Offices of Archie Lamb, LLC 2900 First Avenue Birmingham, Alabama 35233 Attention: Archie Lamb	Kozyak Tropin & Throckmorton 2525 Ponce de Leon Blvd., 9 th Floor Miami, Florida 33134 Attention: Harley Tropin
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PLEASE DO NOT CALL THE BLUE PLANS, A BLUE PLAN'S PROVIDER RELATIONS REPRESENTATIVE, THE COURT, OR THE CLERK'S OFFICE.

XI. EXAMINATION OF PAPERS

This notice is a summary and does not describe all details of the Settlement with the Blue Plans, the Settlement Agreement, or the proceedings in the Action generally. Complete copies of the Settlement Agreement and certain pleadings and papers filed in the Action can be found for review on the following website:

www.HighmarkPhysicianSettlement.com; www.hmosettlements.com; www.WhatleyDrake.com; www.ArchieLamb.com; www.kttlaw.com

In addition, you may review the complete files of papers submitted in the Action 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.

XII. REQUEST TO FORWARD THIS NOTICE

If you would be a Class Member 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 as soon as possible.

Dated: November 29, 2007

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