

Health care providers may be affected by a proposed class action settlement.

All health care providers in Louisiana from Jan. 1, 2000 are included.

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

- A settlement agreement has been reached in a class action lawsuit about whether First Health Group Corp. (“First Health”) and its Affiliates, which include, among others, Coventry Health Care, Inc., FOCUS Healthcare Management, Inc., CCN, Inc., HealthNet Plus Managed Care Services, Inc., Concentra, Inc. and MetraComp, Inc. and related entities and clients (as further defined in the Settlement Agreement) provided appropriate notice before Preferred Provider Organization (“PPO”) discounts were applied to bills for medical services or supplies submitted by providers in Louisiana under the Louisiana workers’ compensation law.
- The settlement also includes any claim of underpayment or late payment for medical services or supplies furnished to injured workers on any bill discounted, paid, priced, repriced, reviewed, negotiated, audited or otherwise adjusted by or through First Health or any of its Affiliates, or any contractor or leased network performing such services pursuant to an agreement with First Health or its Affiliates.
- Under the settlement, First Health will pay \$150 million to a Class Settlement Fund to make payments to eligible Class Members, as well as to cover lawyers’ fees, expenses and court costs. First Health will pay an additional sum of \$500,000 to cover the costs and expenses to administer the settlement.
- Additionally, First Health has agreed to follow certain procedures in the future for providing notice of PPO discounts to workers’ compensation bills for medical services and supplies provided in Louisiana.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RECEIVE A PAYMENT	If you are eligible to receive a payment you will get a letter with instructions on how to receive a payment. There is no action to take now.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to be part of any other lawsuit against First Health, its Affiliates and other Released Parties about the legal claims resolved in this settlement.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Give up rights to sue First Health, its Affiliates and other Released Parties about the legal claims resolved in this settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The deadlines in this notice may be moved, cancelled or otherwise modified, so please check the website regularly for updates.
- The Court in charge of this case has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement and about all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

Judge Robert L. Wyatt of the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, is overseeing this class action lawsuit. The case is known as *Gunderson, et al. v. F.A. Richard & Associates, Inc., et al.*, No. 2004-2417. The people who sued are called the “Plaintiffs,” and the parties they sued, First Health Group Corp. (“First Health”) and various others, together are called the “Defendants.”

2. Which PPOs are included in the settlement? Who are the Released Parties?

The PPOs included in the Settlement are First Health and its Affiliates. First Health’s Affiliates include Coventry Health Care, Inc., FOCUS Healthcare Management, Inc. CCN, Inc., HealthNet Plus Managed Care Services, Inc., Concentra, Inc., and MetraComp, Inc., among others. The Released Parties include, but are not limited to, First Health, its Affiliates, and contractors and leased networks performing services pursuant to an agreement with First Health or its Affiliates, among others. For a complete definition of “Affiliates” please refer to Section 1.1 of the Settlement Agreement. For a complete definition of “Released Parties” please refer to Section 1.33 of the Settlement Agreement.

3. What is a PPO?

A PPO is a Preferred Provider Organization (see La. R.S. 40:2202(5)). PPO generally refers to the contracted agreement or agreements made between a provider or providers and a group purchaser or purchasers to provide discounted rates of payment specified in advance.

4. What is the lawsuit about?

This lawsuit claims that First Health and its Affiliates violated provisions of Louisiana state law when they allowed various healthcare providers in the State of Louisiana to be paid less than the amount required by the Louisiana workers’ compensation fee schedule, La. R.S. 23:1203(B), without sufficient prior notice to the healthcare providers of a PPO discount as required by La. R.S. 40:2203.1. First Health and its Affiliates vigorously deny that these allegations are true or that they did anything wrong. The Plaintiffs seek compensation from the Defendants and other relief.

5. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Clark A. Gunderson, M.D. (A Medical Corporation); Beutler-England Chiropractic Clinic; Frank W. Lopez, M.D. (A Professional Medical Corporation); Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital, West Calcasieu Cameron Hospital Service District; and Advanced Rehab Services, Inc.), sue on behalf of people who have similar claims. All of these people and entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

6. Why is there a settlement?

Both sides agreed to a settlement to avoid the cost and risk of a trial, and so that the people and entities affected can get benefits, in exchange for releasing First Health, its Affiliates and the Released Parties from all “Liability” for all “Episodes” as these terms are defined in the Settlement Agreement (available at the website or by calling 1-877-803-8586). The settlement does not mean that First Health or its Affiliates did anything wrong or that they violated any laws. The Class Representatives and the lawyers representing them think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if your rights will be affected by this settlement or if you can get anything from this settlement, you first have to determine if you are part of the Class.

7. How do I know if I am part of the settlement?

The Court decided that the following Providers are included in the settlement: Any and all Providers in Louisiana from January 1, 2000 through the Effective Date. Generally, the Effective Date is the first business day after any appeals are resolved and the settlement becomes Final.

8. Who are Providers?

A Provider (see La. R.S. 40:2202(6) and/or La. R.S. 23:1021(6)) generally means any entity that offers health care services or supplies, including, but not limited to a hospital, a person, corporation, facility, or institution providing professional services as a physician, hospital, dentist, registered or licensed practical nurse, pharmacist, optometrist, podiatrist, chiropractor, physical therapist, occupational therapist, psychologist, graduate social worker or licensed clinical social worker, psychiatrist, or licensed professional counselor, nurse midwife, ambulance service company and any officer, employee, or agent thereby acting in the course and scope of her or his employment. Providers also include any health care entity that is specifically covered by a group purchaser's insurance policy, employee benefits, self-funded organization or Taft-Hartley trust benefits or plan.

9. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call toll free 1-877-803-8586, write to Gunderson First Health Settlement at P.O. Box 3560, Portland, OR 97208-3560, or send an e-mail to questions@GundersonFirstHealthSettlement.com.

THE SETTLEMENT BENEFITS

10. What does the settlement provide for Class Members?

First Health will pay \$150 million to establish a Class Settlement Fund to make payments to eligible Class Members, as well as to cover lawyers' fees, expenses and court costs. The Settlement Agreement, available at the website or by calling 1-877-803-8586, describes all of the details about the settlement. A reserve from the Class Settlement Fund may be established to pay settlement or judgment amounts to Class Members who decide they do not want to be part of the settlement (see "Excluding Yourself from the Settlement" below and Section 6 of the Settlement Agreement) and litigation costs/expenses associated with litigating the claims of such persons/entities. Any funds remaining in such reserve after payment of settlement and judgment amounts and litigation costs/expenses will be returned to First Health.

An additional sum of \$500,000 will be added to the Class Settlement Fund to pay the actual costs and expenses incurred: (a) in connection with negotiating and implementing the class settlement; (b) by the Special Master in connection with claims gathering and evaluation and the allocation and distribution process; and (c) for other settlement administration costs and expenses, including all costs of notice to the Class.

In addition to the Class Settlement Fund described above, upon final approval of the settlement First Health will assign to the Class its rights to the proceeds of certain insurance policies held by First Health relating to the released claims at issue in the settlement. There is no guarantee of payment on these insurance policies and whatever proceeds may be available to the Class would be reduced by legal fees and costs related to this coverage incurred by First Health prior to final approval. For detailed information please refer to the Settlement Agreement, Section 11 (*Insurance Assignment*).

More details are in the Settlement Agreement, which is available at the website or by calling 1-877-803-8586.

11. What non-monetary benefits does the settlement provide?

In addition to the Class Settlement Fund, First Health has agreed to give notices to Providers purportedly required under La. R.S. 40:2203.1 pursuant to the following procedure:

- For all Providers joining a First Health PPO network in Louisiana through a contract directly between that network and such Providers, First Health will give such Providers a copy of its current Louisiana Provider Update, which will include the names of all entities that have directly contracted to access said PPO network, at or by the time the Providers become members of said PPO network.
- Each First Health PPO network will mail or email to all of its Louisiana participating Providers four times a year (quarterly) copies of its Louisiana Provider Updates, which will include the names of all entities that have directly contracted to access said PPO network.
- In each of its Louisiana Provider Updates, each First Health network will include a notation substantially similar to the following: “A listing of the current names of all entities that have directly contracted to access this PPO network in Louisiana may be found on the following website: www.GundersonFirstHealthSettlement.com. As this listing is updated no less than every thirty days, we encourage you to refer to the listing on this website for more current information.”
- Each First Health network will include on its website the names of all entities that have directly contracted to access said PPO network in Louisiana.
- Within twenty days after the end of each calendar month, each First Health network will update its website to reflect the names of all entities that have directly contracted with said PPO network in Louisiana during such calendar month.
- Subsequent to the provision of medical services subject to a First Health network PPO discount, said network will send to its clients, for purposes of creating Explanations of Review, data that include the patient name, dates of service, and the PPO network(s) involved in the discount.

12. Who will oversee the settlement fund?

An independent “Special Master” will oversee the Class Settlement Fund. Patrick A. Juneau has been appointed by the Court to be the Special Master. The Special Master will recommend to the Court how to allocate the money among Class Members if and when the Court gives final approval to the settlement (see the section on “The Court’s Fairness Hearing” below).

13. Which Providers are eligible for a payment?

You are eligible for a payment if you had one or more workers’ compensation bills for services or supplies provided in Louisiana since January 1, 2000, where a discount was taken by or through First Health. This discounting includes workers’ compensation bills that were discounted, paid, priced, repriced, reviewed, negotiated, audited or otherwise adjusted by or through First Health or any of its Affiliates, or any contractor or leased network performing such services pursuant to an agreement with First Health or its Affiliates. **If you did not have a bill discounted, paid, priced, repriced, reviewed, negotiated, audited or otherwise adjusted by or through First Health or any of its Affiliates, or any contractor or leased network performing such services pursuant to an agreement with First Health or its Affiliates, you will not get a payment from the settlement.**

14. What am I giving up to get a payment or stay in the Class?

If the Settlement becomes final, you will be releasing First Health, its Affiliates and the Released Parties from all “Liability” for all “Episodes” as these terms are defined in the Settlement Agreement. The Settlement Agreement is available at the website or by calling 1-877-803-8586.

The Settlement Agreement describes the releases and your obligations with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to Class Counsel (see the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the claims being released and your obligations, or what this means.

HOW TO GET BENEFITS

15. How can I get benefits?

Those Providers who are eligible to receive a payment do not have to do anything now. Eligible Providers will receive a letter from the Special Master with instructions on how to receive a payment. These letters will be mailed after the Court grants final approval to the settlement.

16. How much compensation will I get?

The Special Master will propose how much money to pay each eligible Provider based on a formula he will present to the Court. The Court will then decide how much each eligible Provider gets. The exact amount that you could receive from the settlement cannot be determined at this time. You may be required to execute or acknowledge separate release documentation (substantially in the form of Exhibit 5 to the Settlement Agreement) as a condition to your receipt of settlement compensation. On or after the one-year anniversary of the Effective Date, any funds which remain unclaimed by Class Members will be returned to First Health.

17. When will I get my benefits?

Payments will be mailed to eligible Providers only after the Court grants “final approval” to the settlement. However, even if Judge Wyatt approves the settlement after a hearing on **May 27, 2011** (see the section “The Court’s Fairness Hearing” below), there may be appeals. These appeals must be resolved before any payments can be made, and resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue First Health or the Released Parties over the legal claims being resolved in this settlement, then you must take steps to get out of this settlement. This is called asking to be excluded from—or sometimes called “opting out” of—the Class.

18. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you will not get any payment from the settlement and may not get any benefits. Additionally, you cannot object to the settlement if you exclude yourself. But you may sue, continue to sue, or be part of a different lawsuit against First Health or the Released Parties in the future. You will not be bound by anything that happens in this lawsuit.

19. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue First Health and/or the Released Parties for any “Liability” for any “Episodes” as these terms are defined in the Settlement Agreement. You must exclude yourself to start or continue your own lawsuit, or to be part of any different lawsuit, with respect to the Liability that this settlement resolves. The Settlement Agreement is available at the website or by calling 1-877-803-8586.

20. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the First Health settlement and mention the case name (*Gunderson, et al. v. F.A. Richard & Associates, Inc., et al.*) and case number (No. 2004-2417). Each request for exclusion must contain a duly authorized and signed statement that: “I hereby request that I be excluded from the proposed Class in the *Gunderson* Class Action.” Be sure to include your name, address, telephone number, and your signature. You can’t ask to be excluded on the phone, by e-mail or at the website. You must mail your exclusion request postmarked no later than **May 6, 2011**, to:

Gunderson First Health Settlement Exclusions
723 Broad Street
Lake Charles, LA 70601

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in the case?

The Court has appointed a committee of attorneys, known as the Plaintiffs' Steering Committee or "PSC," to represent you and other Class Members as "Class Counsel." The PSC includes: Thomas A. Filo and Michael K. Cox of Cox, Cox, Filo, Camel & Wilson, L.L.P. of Lake Charles, LA; Stephen B. Murray, Arthur M. Murray, and Stephen B. Murray, Jr. of The Murray Law Firm of New Orleans, LA; and John S. Bradford and William B. Monk of Stockwell, Sievert, Viccellio, Clements & Shaddock, L.L.P. of Lake Charles, LA. You will not be individually charged for these lawyers. If you do not exclude yourself from the settlement (see "Excluding Yourself from the Settlement" above) and you want to be represented by another lawyer of your choosing, you may hire one at your own expense.

22. How will the lawyers be paid?

The Special Master has recommended a reserve of 35% of the Class Settlement Fund for Class Counsel's attorneys' fees for work in litigating the case and obtaining the settlement. The Court may award less than the requested amounts to Class Counsel. Additional payments may also be awarded to the Class Representatives, who helped the lawyers on behalf of the whole Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

23. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. The Court will consider your views if you properly submit an objection on time. To object, you must file with the Court and mail to Class Counsel and counsel for First Health, a written objection that includes (a) a notice of intention to appear, (b) proof of membership in the Class, and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard, as well as all documents or writings that you desire the Court to consider. No later than **May 6, 2011**, your objection must be (1) **filed** with (meaning received by) the Court at the address below, and (2) postmarked and mailed to Class Counsel and counsel for First Health at the addresses below.

COURT	CLASS COUNSEL	COUNSEL FOR FIRST HEALTH
Clerk of Court Calcasieu Parish Judicial Center 1001 Lakeshore Dr. Lake Charles, LA 70601	Thomas A. Filo Cox, Cox, Filo, Camel & Wilson, L.L.P. 723 Broad Street Lake Charles, LA 70601	Perry R. Staub, Jr. Taggart Morton, L.L.C. 1100 Poydras Street, Suite 2100 New Orleans, LA 70163

If you fail to object in the manner described above, you shall be deemed to have waived your objections and forever be barred from making any such objections in this action or in any other action or proceeding.

For more information, please see the Court orders at www.GundersonFirstHealthSettlement.com.

24. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object to the settlement because the settlement no longer affects you and you will not receive any settlement payment even if you are an eligible Provider.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement.

25. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing beginning at 1:00 p.m. on **May 27, 2011**, in a Courtroom at the Calcasieu Parish Judicial Center, 1001 Lakeshore Dr., Lake Charles, Louisiana 70601. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.GundersonFirstHealthSettlement.com for updates. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will consider whether to approve the settlement and any proposed reserves, including reserves for attorneys' fees, expenses, and awards for Class Representatives. If there are objections, the Court will consider them.

26. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to talk about it. You also may pay your own lawyer to attend the Fairness Hearing, but their attendance is not necessary.

27. May I speak at the hearing?

Yes. If you properly object to the settlement (following the procedures explained in Question 23) you may appear in person or through counsel, at your own expense, at the final approval hearing. The date and time of the Fairness Hearing is shown in Question 25. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

28. What happens if I do nothing at all?

You do not have to do anything now to get a payment. However, unless you exclude yourself, you won't be able to sue First Health and/or the Released Parties for any "Liability" for any "Episodes" (as these terms are defined in the Settlement Agreement) ever again. You must exclude yourself to start or continue your own lawsuit, or to be part of any different lawsuit, with respect to the Liability that this settlement resolves. The Settlement Agreement is available at the website or by calling 1-877-803-8586.

GETTING MORE INFORMATION

29. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement which is available at the website or by calling 1-877-803-8586. Other related documents about the settlement may be viewed at the website. If you have questions, you may also call 1-877-803-8586, write to Gunderson First Health Settlement, P.O. Box 3560, Portland, OR 97208-3560 or send an e-mail to questions@GundersonFirstHealthSettlement.com.