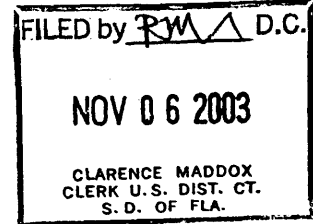


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

MDL NO.: 1334
MASTER FILE NO.: 00-1334-MD-MORENO

IN RE:
MANAGED CARE LITIGATION

THIS DOCUMENT RELATES TO
PROVIDER TRACK CASES ONLY



SUPPLEMENTAL FINAL APPROVAL ORDER

Defendants Aetna Inc. and Aetna-U.S. Healthcare Inc. (together, "Aetna") and the plaintiffs (collectively, the "Parties") have jointly moved for clarification of this Court's October 24, 2003 Final Approval Order and Judgment ("October 24, 2003 Order"). Having reviewed the Parties' motion and being familiar with the arguments in support of and against approval of the settlement between Aetna and plaintiffs in this action, the Court has determined that the Parties' motion should be granted. Accordingly, the Court issues this Supplemental Final Approval Order.

1. This Order is not intended to disturb the Court's October 24, 2003 Order, with the sole exception that the penultimate sentence of paragraph 18 of the October 24, 2003 Order, stating "Regardless of whether or the extent to which class members may make claims under the settlement, this Final Approval Order and Judgment releases Defendant AETNA from any and all claims of plaintiff class members that arise from, or in any way relate, to this complaint," is hereby deleted and replaced by paragraphs 3 through 8 of this Order.

2. The Court expressly adopts paragraphs G, 5-11 and 14-18 of the Proposed Final Order attached as Exhibit A to the Stipulation signed by the Parties and the non-settling co-defendants on October 10, 2003. To ensure that there is no dispute over the scope of the Court's orders, the terms of those paragraphs are set forth below. Capitalized terms in this Order that are not otherwise defined herein are intended to have the meanings defined in the Settlement Agreement.
3. The "Released Parties," which shall include Aetna and each of its present and former parents, present and former wholly-owned subsidiaries, present and former divisions and affiliates (including without limitation Lion Connecticut Holdings, Inc. (formerly Old Aetna) and each of its subsidiaries as of December 14, 2000) and each of their respective current or former officers, directors, employees, and attorneys (and the predecessors, heirs, executors, administrators, legal representatives, successors and assigns of each of the foregoing), but excluding all Delegated Entities and the Prudential Insurance Company of America, shall be released and forever discharged by the Signatory Medical Societies and all members of the Class who have not validly and timely elected to opt-out of the Settlement and the Class in accordance with the procedures set forth in the Preliminary Approval Order, and by their respective heirs, executors, agents, legal representatives, professional corporations, partnerships, assigns, and successors, but only to the extent such claims are derived by contract or operation of law from the Claims of Class Members (collectively, the "Releasing Parties") from any and all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys' fees, losses, claims, liabilities and demands of whatever kind or character (each a "Claim"), arising on or before the date of entry of

the Preliminary Approval Order, that are, were or could have been asserted against any of the Released Parties based on or arising from the factual allegations of the complaint in the Action, 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 "Released Claims"). Notwithstanding the foregoing, the Releasing Parties shall not be deemed to have released claims for payment (the "Retained Claims") for Covered Services as to which, as of the date of entry of this Order, (i) no claim with respect to such Covered Services has been filed with Company, provided that the contractual period for filing such claim has not elapsed; or (ii) a claim with respect to such Covered Services has been filed with Company but such claim has not been finally adjudicated by Company, as provided for in section 13(d) of the Settlement Agreement.

4. In addition to the Released Claims, the Releasing Parties shall be deemed to have discharged any and all claims that exist now or that might arise in the future against any other persons or entities, which claims arise from, or are based on, conduct by any of the Released Parties that occurred on or before May 30, 2003 (the date of the Preliminary Approval Order) and are, or could have been, alleged in the complaint in the Action, whether any such claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other persons or entities. Nothing in this paragraph or in the Settlement Agreement is intended to relieve any person or entity 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.
5. With respect to the Released Claims and the claims described in paragraph 4 of this Order, each member of the Class that has not timely elected to opt-out of the

Settlement and the Class is hereby deemed expressly to have waived and released any and all provisions, rights and benefits conferred either (a) by California Civil Code § 1542, which reads:

Section 1542. General release; extent. 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.

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar to § 1542 of the California Civil Code.

6. The Releasing Parties are permanently enjoined from: (a) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise) or receiving any benefits from any lawsuit, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Parties; (b) instituting, organizing class members in, joining with class members in, amending a pleading in or soliciting the participation of class members in, any action, including but not limited to a purported class action, in any court against one or more Released Parties based on, involving, or incorporating, directly or indirectly, any or all Released Claims, and (c) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise) or receiving any benefits from any lawsuit, administrative or regulatory proceeding or order in any jurisdiction based on an allegation that Company's compliance with the provisions of the Settlement Agreement violates any legal right of any member of the Class.
7. All persons, including without limitation all defendants named in the complaint other than Aetna and Old Aetna, who are, have been, could be, or could have been alleged

to be joint tortfeasors, co-tortfeasors, co-conspirators, or co-obligors with the Released Parties or any of them respecting the Released Claims or any of them, are hereby, to the maximum extent permitted by law, barred and permanently enjoined from instituting, commencing, prosecuting, participating in or continuing any claim, claim-over, cross-claim, action, or proceeding, however denominated, regardless of the allegations, facts, law, theories or principles on which they are based, in this Court or in any other court or tribunal, against the Released Parties or any of them with respect to the Released Claims, including without limitation equitable, partial, comparative, or complete contribution, set-off, indemnity or otherwise, whether by contract, common law or statute, arising out of or relating in any way to the Released Claims. All such claims are hereby fully and finally barred, released, extinguished, discharged, satisfied, and made unenforceable to the maximum extent permitted by law, and no such claim may be commenced, maintained, or prosecuted against Aetna, Old Aetna or any Released Party. Nothing in this paragraph 7 shall be construed to bar any person who is alleged to be a joint tortfeasor, co-tortfeasor, co-conspirator, or co-obligor with any of the Released Parties from instituting, commencing, prosecuting, or participating in any claim, claim-over, cross-claim, action, or proceeding, however denominated, against a Released Party in any litigation in which claims against the Released Party are not released and discharged pursuant to this order ("Non-released Litigation"); provided however, that such persons may serve discovery on a Released Party in Non-released Litigation only to the extent such discovery is directed solely to the allegations in such litigation and is not otherwise used to obtain discovery in the lead provider track action *Shane v. Humana et al.*,

MDL No. 1334. Where the claims of a person who is, has been, could be, or could have been alleged to be a joint tortfeasor, co-tortfeasor, co-conspirator or co-obligor with a Released Party respecting the Released Claims have been barred and permanently enjoined by this Paragraph 7, the claims of Released Parties against that person respecting those Released Claims are similarly fully and finally barred, released, extinguished, discharged, satisfied and made unenforceable to the maximum extent permitted by law. As consideration for the foregoing relief, the Settlement Agreement and paragraph 4 of this Order relieve the parties who are so enjoined from any liability in the Action based on the conduct of the Released Parties.

8. In contemplation of the dismissal with prejudice of such actions after this Order becomes final, all proceedings are stayed as to Aetna, Old Aetna or any other Released Party who is a defendant in any action brought by or on behalf of members of the Class that asserts any claim that as of the date of this Order would constitute a Released Claim that has been, or will in the future be assigned to this Court under MDL Docket No. 1334, *provided, however*, that this stay in contemplation of dismissal shall not apply to any such action to the extent that a named plaintiff has timely elected to opt-out of the Settlement and the Class.
9. In accordance with the terms of the Settlement Agreement, the Releasing Parties and Class Counsel are barred from pursuing discovery in the Action against Aetna, Old Aetna or the other Released Parties. It is the intent of Aetna, Old Aetna, and the other Released Parties, to limit, to the maximum extent appropriate under law, further discovery burdens on Aetna, Old Aetna, and other Released Parties in the Action. Accordingly, persons not released by this order will be permitted to obtain discovery

in the Action from Aetna, Old Aetna, or other Released Parties only upon first moving the Court for leave to obtain said discovery and demonstrating good cause for said discovery.

10. A list of those members of the Class who have timely elected to opt-out of the Settlement and the Class and who therefore are not bound by the Settlement, the provisions of the Settlement Agreement, the Court's October 24, 2003 Order, this Order and the Judgment to be entered by the Clerk of the Court hereon, has been submitted to the Court as Exhibits A & B to the Second Supplemental Affidavit of Jenny Teston sworn to on October ^{F.M.} ~~14~~ 2003, which is incorporated by reference herein. All other members of the Class shall be subject to all of the provisions of the Settlement, the Settlement Agreement, the Court's October 24, 2003 Order, this Order and the Judgment to be entered by the Clerk of the Court.
11. Aetna and Old Aetna are hereby permanently relieved from any and all obligations under the Agreed Order For Preservation of Records entered in this Action on January 12, 2001.
12. Neither the Settlement Agreement nor any provision therein, nor any negotiations, statements or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of any of the Representative Plaintiffs, the Signatory Medical Societies, Class Counsel, any members of the Class, Aetna, Old Aetna or any other person of any liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in the Action are or are not meritorious, and this Order, the Settlement Agreement or any such communications shall not be offered or received in evidence

in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Representative Plaintiffs, the Signatory Medical Societies, any member of the Class or any other person has or has not suffered any damage; *provided, however*, that the Settlement Agreement, this Order and the Judgment to be entered thereon may be filed in any action by Aetna, Old Aetna or any Released Party seeking to enforce the Settlement Agreement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The terms of the Settlement Agreement and of this Order and the Judgment shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that are subject to the Release and other prohibitions that are set forth in paragraphs 3, 4, 6 and 7 of this Order that are maintained by, or on behalf of, the Releasing Parties or any other Person subject to those provisions of this Order.

13. In the event that the Settlement Agreement does not become effective or is canceled or terminated in accordance with the terms and provisions of the Settlement Agreement, then this Order and the Judgment shall be rendered null and void and be vacated and all orders entered in connection therewith by this Court shall be rendered null and void.
14. The Clerk of the Court is directed to enter the Judgment in the form attached to this Order dismissing the Action with prejudice as to Aetna and Old Aetna pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

15. Without in any way affecting the finality of this Order or the Court's October 24, 2003 Order, this Court hereby retains jurisdiction as to all matters relating to (a) the interpretation, administration, and consummation of the Settlement Agreement and (b) the enforcement of the injunctions described in paragraphs 6 and 7 of this Order. In accordance with the terms of the Settlement Agreement, in any future dispute concerning the negotiation, approval, performance or alleged breach of the Settlement Agreement that may arise between or among the parties to the Settlement Agreement, the Court shall award attorneys' fees and costs to the prevailing party.

SO ORDERED this 6th day of November, 2003.


FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

COPIES PROVIDED TO COUNSEL ON
THE OCTOBER 1, 2003 SERVICE LIST