

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

_____)	
RICK LOVE, .M.D., <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 03-21296-CIV-
)	MORENO/SIMONTON
BLUE CROSS & BLUE SHIELD)	
ASSOCIATION, <i>et al.</i> ,)	
)	
Defendants)	
_____)	

JOINDER IN SETTLEMENT AGREEMENT

This Joinder in Settlement Agreement is made and entered into this 6th day of July, 2007, by and among the Representative Plaintiffs in the above-captioned Action (on behalf of themselves and each of the Class Members (as defined in the Settlement Agreement)), by and through Class Counsel, those medical societies identified on the signature pages hereto (collectively referred to as "Signatory Medical Societies"), Independence Blue Cross, AmeriHealth HMO, Inc., LaCruz Azul de Puerto Rico, and Keystone Health Plan East, Inc. (collectively referred to herein as "IBC"). The Representative Plaintiffs, Class Members, Signatory Medical Societies and IBC are collectively referred to herein as "Parties".

The Parties hereby agree as follows:

1. The Representative Plaintiffs in the above-captioned matter, certain Signatory Medical Societies, and a group of Blue Parties entered into a Settlement Agreement, which was preliminarily approved by this Court on or about May 31, 2007.
2. The Parties have reached an agreement by which IBC will join the Settlement Agreement, subject to the terms and conditions set forth herein.

3. IBC shall be a "Blue Plan," as defined in Section 1.17 of the Settlement Agreement.
4. IBC shall be a "Released Party" as defined in Section 1.107 of the Settlement Agreement.
5. With respect to Sections 5 and 6 of the Settlement Agreement, the Notice of Class Action and Proposed Settlement in the form attached as Exhibit E to the Settlement Agreement and the Instructions Regarding the Claim Form attached as Exhibit B to the Settlement Agreement shall immediately be amended to include IBC and shall be disseminated pursuant to the Court's May 31, 2007 Order Preliminarily Approving Proposed Settlement Agreement. Amended copies of Exhibits B and E are attached hereto.
6. With respect to Section 5 of the Settlement Agreement, the Persons designated to receive notices under the Settlement Agreement for IBC shall be:

Edward F. Mannino, Esq.
David L. Comerford, Esq.
Katherine M. Katchen, Esq.
AKIN GUMP STRAUSS HAUER & FELD LLP
2005 Market Street, Suite 2200
Philadelphia, PA 19103-7013
7. The Settlement Hearing, Notice Date and Opt-Out Deadline established in the Court's May 31, 2007 Order Preliminarily Approving Proposed Settlement Agreement shall be applicable to IBC.
8. With respect to Section 7 (and Exhibit H) of the Settlement Agreement, the Parties agree to include terms of IBC's Exhibit H, which is attached hereto.
9. With respect to Section 8 (and Exhibit K) of the Settlement Agreement, IBC will pay \$2,893,600.00 in a Settlement Fund Payment. An amended copy of Exhibit K is attached hereto.

10. The Parties agree that the members of the Settlement Class in the Class Action Settlement in John R. Gregg, M.D., et al. v. Independence Blue Cross, et al.; Robert P. Good, M.D. v. Independence Blue Cross, et al.; and Pennsylvania Orthopaedic Society v. Independence Blue Cross, et al. ("IBC Class Action Settlement") who did not opt out have given IBC a release for a significant portion of the Class Period. As such, those members of the Settlement Class in the IBC Class Action Settlement will not be able to use their billings with IBC to obtain any multiple of the Base Amount under Section 8.3 of the Settlement Agreement. In any event, Class Members who do not opt out of the Settlement are entitled to participate in all other aspects of the Settlement Agreement.

11. IBC agrees that it will extend the coding changes made pursuant to Section III(B) of the IBC Class Action Settlement to all Class Members who do not opt out of this Settlement Agreement and through the Termination Date of the Settlement Agreement as defined in Section 14.6 of the Settlement Agreement.

12. With respect to Section 8.4 (and Exhibit L) of the Settlement Agreement, the Parties agree to include the following charitable organizations listed in Exhibit L:

Mary Howard Health Center
125 South 9th St.
Philadelphia, PA 19107

HealthLink Medical Center
1775 Street Road
Southampton, PA 18966

Community Volunteers in Medicine
300 B Lawrence Drive
West Chester, PA 19380

ChesPenn Health Services Center for Family Health
2600 West 9th Street; 2 North
Chester, PA 19013

Adult Health Center of Gwynedd-Mercy College
Lansdale Health Center
51 Medical Campus Drive
Lansdale, PA 19446

An amended copy of Exhibit L is attached hereto.

13. With respect to Section 9 of the Settlement Agreement, IBC will pay an Attorneys' Fee in an amount not to exceed \$1,106,400.00.

14. Except as specifically set forth herein, the Parties agree that the Settlement Agreement shall apply in full force and effect to the Representative Plaintiffs (on behalf of themselves and each of the Class Members (as defined in the Settlement Agreement)), Class Counsel, the Signatory Medical Societies, and IBC.

Blue Plan:

Independence Blue Cross

Name

Signature

Title

Subsidiaries:

AmeriHealth HMO, Inc.

Name

Signature

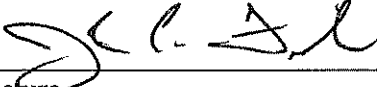
Title

Blue Plan:

Independence Blue Cross

Joseph A. Frick

Name


Signature

President & CEO

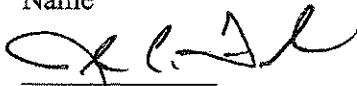
Title

Subsidiaries:

AmeriHealth HMO, Inc.

Joseph A. Frick

Name


Signature

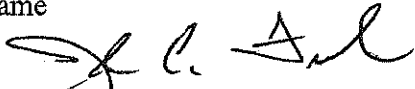
Chairman & CEO

Title

La Cruz Azul de Puerto Rico

Joseph A. Frick

Name


Signature

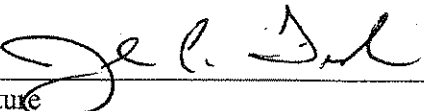
Chairman of the Board

Title

Keystone Health Plan East, Inc.

Joseph A. Frick

Name


Signature

Chairman, President & CEO

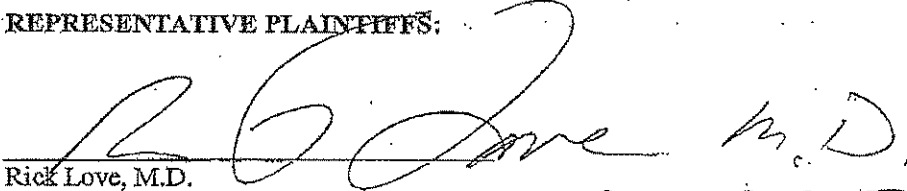
Title

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FAX No. 334 284 4537

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REPRESENTATIVE PLAINTIFFS:


Rick Love, M.D.

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Joe Frank Smith, M.D.

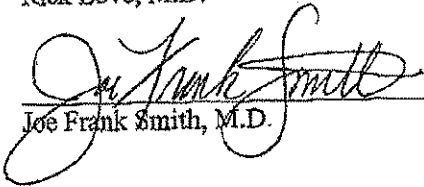
Scott Elledge, M.D.

Jun. 28. 2007 8:21AM

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REPRESENTATIVE PLAINTIFFS:

Rick Love, M.D.



Joe Frank Smith, M.D.

Scott Elledge, M.D.

REPRESENTATIVE PLAINTIFFS:

Rick Love, M.D.

Joe Frank Smith, M.D.

Scott Elledge 20 June 2007

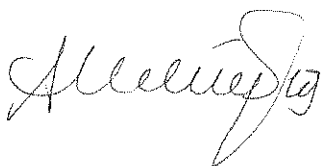
Scott Elledge, M.D.

REPRESENTATIVE PLAINTIFFS:

Rick Love, M.D.

Joe Frank Smith, M.D.

Scott Elledge, M.D.



Andres Melendez Dedos (electronically signed July 08-2007)

Andrew Melendez-Dedos, M.D.

SIGNATORY MEDICAL SOCIETIES:

MEDICAL SOCIETY OF NEW JERSEY

Name

Signature

Title

COLEGIO DE MEDICOS Y CIRUJANOS DE PUERTO RICO

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REPRESENTATIVE PLAINTIFFS:

Rick Love, M.D.

Joe Frank Smith, M.D.

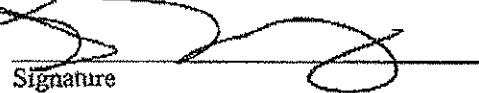
Scott Elledge, M.D.

Andrew Melendez-Dedos, M.D.

SIGNATORY MEDICAL SOCIETIES:

MEDICAL SOCIETY OF NEW JERSEY

LAWRENCE DOWNS
Name


Signature

GENERAL COUNSEL
Title

COLEGIO DE MEDICOS Y CIRUJANOS DE PUERTO RICO

Name

Signature

Title

REPRESENTATIVE PLAINTIFFS:

Rick Love, M.D.

Joe Frank Smith, M.D.

Scott Elledge, M.D.

Andrew Melendez-Dedos, M.D.

SIGNATORY MEDICAL SOCIETIES:

MEDICAL SOCIETY OF NEW JERSEY


Name

Signature

Title

COLEGIO DE MEDICOS Y CIRUJANOS DE PUERTO RICO

D. MARISSEL VEÍAZQUEZ-VICENTE
Name


Signature

PRESIDENT
Title