

EXHIBIT 3A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. CV-03-21296-MORENO/SIMONTON

_____)
RICK LOVE, M.D., *et al.*,)
)
Plaintiffs,)
)
v.)
)
BLUE CROSS AND BLUE SHIELD)
ASSOCIATION, *et al.*,)
)
Defendants.)
_____)

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION WITH CAPITAL BLUECROSS,
CAPITAL ADVANTAGE INSURANCE COMPANY AND KEYSTONE HEALTH PLAN CENTRAL, 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 BLUE CROSS AND BLUE SHIELD PLANS AT ANY TIME BETWEEN JANUARY 1, 1996 AND [PRELIMINARY APPROVAL DATE], 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 January 1, 1996, 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 proposed Settlement and the Action involve Capital BlueCross, Capital Advantage Insurance Company and Keystone Health Plan Central and certain of their current and former Subsidiaries and Affiliates (collectively, the "Blue Plan").

You may be a Class Member (defined more fully 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 defendant in the Action.

The Representative Plaintiffs have agreed to settle all claims against the Blue Plan in the Action in exchange for the Blue Plan's 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 Plan, together with certain other matters, on [DATE], at [TIME], 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 PLAN, AND CERTAIN OTHERS AFFILIATED WITH THE BLUE PLAN, 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 the Blue Plan, 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:

- 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 Plan denies the

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

factual allegations and legal claims asserted in the Complaint in the Action, and denies 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: [Insert the Settlement Administrator's Website:] www.hmosettlements.com; www.WhatleyDrake.com; www.ArchieLamb.com; and www.ktflaw.com

The Action asserting these and other claims against the Blue Plan 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 Plan would no longer actively participate in the Action. Other defendants in the Action who are not 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 _____, 2008 (the "Settlement Agreement"), the Representative Plaintiffs have agreed to settle all claims that were or could have been asserted against the Blue Plan and certain of its Affiliates and Subsidiaries in the Action, in exchange for the Blue Plan's commitments regarding its 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.ktflaw.com.

A. The Settlement Class

The proposed Settlement with the Blue Plan 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 proposes:

"Class" means any and all Physicians, Physician Groups and Physician Organizations who provided covered services to any Plan Member or 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 Blue Cross and Blue Shield Association or by any of their respective current or former subsidiaries or Affiliates, from January 1, 1996 through [Preliminary Approval Date]. 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) Blue Plan, its 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 Plan to Class Members.

C. Business Practice Commitments

As a part of the Settlement, the Blue Plan has agreed to commitments regarding its business practices. For example, the Blue Plan has to: (a) continue to fund initiatives to reduce the percentage of resubmitted claims, reduce claims overpayments, communicate requirements on precertifications for services and supplies, communicate on claim status, improve the accuracy of information about the eligibility of Plan Members, and communicate the Blue Plan's claim requirements to Physicians; (b) provide relevant Class Members with the ability to view applicable fee schedule amounts for billing codes related to their practice; (c) provide notice to Participating Physicians with at least sixty (60) days written notice of material adverse changes to policies and procedures affecting Physicians, as well as an opportunity to terminate contracts with the Blue Plan before such changes become effective; (d) continue not to require a Participating Physician to participate in all of its products networks; (e) make available the definition it uses for medical necessity; (f) provide Class Members with information regarding Blue Plan's process for resolving disputes concerning application of the Blue Plan's coding and payment rules for fee-for-service claims and Blue Plan's Medical Necessity internal appeals process and external review process; (g) continue to increase Physician access to information regarding the Blue Plan's automated and other claim payment rules and provide Class Members with information regarding Blue Plan's policies and procedures regarding claims submissions; (h) process and make eligible for payment Physician claims consistent with CPT®, CPT® Conventions and CPT® Guidelines, subject to certain exceptions; (i) continue to not automatically reduce the intensity coding of codes for certain covered services; (j) continue to meet deadlines for processing and payment of Physician claims; (k) meet at least twice a year with the Pennsylvania Medical Society to discuss issues of interest to Blue Plan and Physicians; (l) provide to Participating Physicians who receive capitation payments monthly reports with various categories of information; (m) randomly assign Plan Members who have not selected a Participating Physician within thirty (30) days of enrollment to a Participating Provider within forty-five (45) calendar days after enrollment; and (n) continue its practice of not applying withholds or pharmacy risk pools to capitation arrangements.

These commitments, as well as others, are more fully described in the Settlement Agreement.

D. The Settlement Fund

As a part of the Settlement, the Blue Plan has agreed to make a settlement payment of \$2,479,985 which 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 the terms set forth in the Settlement Agreement.

- Class Members who have not provided services to Plan Members of Blue Plan are entitled to receive one distribution share from the Settlement Fund.
- Class Members who have provided services to Plan Members of Blue Plan shall be entitled to receive ten distribution shares from the Settlement Fund.
- 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. 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, and not on behalf of, or with respect, to any individual Physicians that choose to Opt Out of the Class and the Settlement.
- The Settlement Fund is described in detail in Sections 3.1 and 3.2 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:

Blue Plan Settlement Administrator

[Address]

E. The Release and Dismissal with Prejudice

Upon final approval of the Settlement, the Action will be dismissed with prejudice as to the Blue Plan. In addition, Blue Plan, and certain others affiliated with the Blue Plan (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 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, which 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 related to 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. This includes, without limitation and as to Released Parties only, any aspect of any fee-for-service claim submitted by any Class Member to Blue Plan or Other Blue Plans, and any claims related to or based upon any capitation agreement between Blue Plan or Other Blue Plans and any Class Member or other Person, including the delay, nonpayment or amount of any capitation payment by Blue Plan or Other Blue Plans, and any allegation Blue Plan or Other Blue Plans have conspired with, aided and abetted, or otherwise acted in concert with each other, other managed care organizations, other health insurance companies, Delegated Entities and/or other third parties with regard to any of the facts, acts, events, transactions, occurrences, course of conduct, business practices, representations, omissions, circumstances or other matters related to the Action. The provisions regarding the discharge of all Released Claims is discussed in Section 9.1 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.

The Settlement Agreement includes a covenant not to sue the Released Parties (including the Blue Plan) for Claims that are subject to the release.

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 [DATE], at [TIME], 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 Plan 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 Plan, from asserting certain claims against the Blue Plan in the future.

Fourth, the Court will consider the applications for a payment of fees by the Blue Plan 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 Plan, 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 Plan, 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 [60 days after Notice Date] 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, 37 th Floor New York, NY 10036	Archie Lamb, Jr. LAW OFFICES OF ARCHIE LAMB, LLC 2017 Second Avenue North, 2nd Floor Birmingham, Al 35203	Harley S. Tropin Kozyak Tropin & Throckmorton, P.A. Blvd 2525 Ponce de Leon Blvd. 9th Floor Miami, Fl, 33134
Kathleen Taylor Sooy CROWELL & MORING LLP 1001 Pennsylvania Ave., NW Washington, DC 20004		

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 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 [90 DAYS AFTER NOTICE DATE] to:

Blue Plan Settlement Administrator
[Address]

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 [90 DAYS AFTER NOTICE DATE]. 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 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 any individual Physicians who choose to Opt Out of the Class and Settlement.

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 [50 DAYS AFTER NOTICE DATE], 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:

Blue Plan Notice Administrator
[Address]

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 [50 DAYS AFTER NOTICE DATE]. 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 Plan, 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 Plan 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 Plan has agreed not to oppose such an application in the aggregate amount of up to \$948,229.48. If the Court awards attorneys' fees and expenses in an amount no greater than that amount, the Blue Plan 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 Two Hundred Dollars (\$200) 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 Plan has agreed not to oppose such an application up to Two Hundred dollars (\$200) for each Representative Plaintiff. If the Court awards Representative Plaintiffs a fee up to that amount, the Blue Plan 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 Plan, the Settlement Agreement, or the Action generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites: [Insert Settlement Administrator's Website];
www.hmosettlements.com; www.WhatleyDrake.com; www.ArchieLamb.com; www.ktllaw.com

By Telephone:

1-[NUMBER] (Settlement Administrator)

By Mail:

Whatley Drake & Kallas, LLC
1540 Broadway, 37th Floor
New York, New York 10036
Attention: Edith Kallas

Law Offices of Archie Lamb, LLC
2017 2nd Avenue
Birmingham, Alabama 35203
Attention: Archie Lamb

Kozvak Tropin & Throckmorton
2525 Ponce de Leon Blvd., 9th floor
Miami, Florida 33134
Attention: Harley Tropin

PLEASE DO NOT CALL THE BLUE PLAN, 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 Plan, 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 websites:

[Insert the Settlement Administrator's Website]; 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: _____

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