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August 31, 2005

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BY FACSIMILE AND UNITED STATES MAIL

Joseph R. Whatley, Jr.
Whatley Drake, LLC
2323 2nd Avenue North
Birmingham, AL 35203

Re: WellPoint Settlement Agreement

Dear Joe:

This letter is to memorialize the agreement of the parties regarding Section 7.29(d)(ii) of the Settlement Agreement, which provides:

Where Company and a Participating Physician, Physician Group or Physician Organization have an Individually Negotiated Contract, this Agreement shall not modify or nullify the inconsistent terms of such Individually Negotiated Contract unless the Participating Physician, Physician Group or Physician Organization notifies Company in writing no later than sixty (60) days after notice of Preliminary Approval, specifically setting forth the terms it seeks to have modified or nullified by this Agreement; provided, however, that (1) with respect to Company's use of Edits, Company shall administer Individually Negotiated Contracts consistent with the terms set forth in this Agreement and (2) the Agreement shall not modify or nullify the terms of Individually Negotiated Contracts with respect to those terms the Agreement expressly states either are unaffected by the Agreement or are controlled by Individually Negotiated Contracts.

HOGAN & HARTSON L.L.P.

Joseph R. Whatley, Jr.

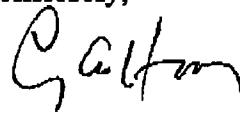
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The parties agree that all Participating Physicians, Physician Groups and Physician Organizations that had Individually Negotiated Contracts with Company on the Preliminary Approval Date shall be deemed to have notified Company within sixty (60) days after notice of Preliminary Approval that they seek to have the Settlement Agreement modify or nullify the inconsistent terms of their Individually Negotiated Contracts to the fullest extent permitted by the Settlement Agreement. As a result, the parties agree that Participating Physicians, Physician Groups and Physician Organizations do not need to send Company any notices pursuant to Section 7.29(d)(ii) to have the Settlement Agreement modify or nullify the inconsistent terms of their Individually Negotiated Contracts. Accordingly, no such notices should be sent. Pursuant to Section 7.29(d)(ii), the Settlement Agreement shall not modify or nullify those terms the Settlement Agreement expressly states either are unaffected by the Settlement Agreement or are controlled by Individually Negotiated Contracts.

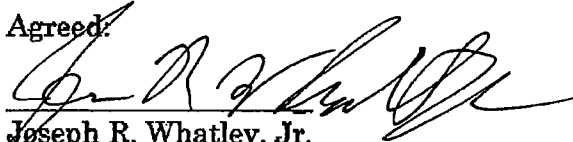
The parties agree that this is not a material change to the Agreement and that it benefits Participating Physicians, Physician Groups and Physician Organizations by giving them the benefit of having the Settlement Agreement modify or nullify the inconsistent terms of their Individually Negotiated Contracts pursuant to Section 7.29(d)(ii) while relieving them of the burden of providing notice pursuant to Section 7.29(d)(ii).

Sincerely,



Craig A. Hoover
Counsel for WellPoint, Inc.

Agreed:



Joseph R. Whatley, Jr.
Class Counsel for Plaintiffs

HOGAN & HARTSON LLP

Joseph R. Whatley, Jr.

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cc: Stan Blumenfeld, Esq.
Harley Tropin, Esq.
Edith Kallas, Esq.
Archie Lamb, Esq.