

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

IN RE: MANAGED CARE LITIGATION

MDL NO. 1334

THIS DOCUMENT RELATES ONLY TO
PROVIDER TRACK CASES

MASTER FILE NO.
00-1334-MD-MORENO

CHARLES B. SHANE, M.D., et al.
Plaintiffs,

v.

HUMANA INC., et al.,
Defendants.

Case No. 04-21589-
CIV-MORENO

KENNETH A. THOMAS, M.D., et al.
Plaintiffs

v.

BLUE CROSS AND BLUE SHIELD
ASSOCIATION, et al.,
Defendants.

Case No. 03-21296-
CIV-MORENO

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTIONS WITH
WELLPOINT, INC., OF SETTLEMENT HEARING TO CONSIDER
THE PROPOSED SETTLEMENT AND OF YOUR RIGHTS
CONCERNING THE PROPOSED SETTLEMENT**

IF YOU ARE A PHYSICIAN WHO PROVIDED COVERED SERVICES TO ANY INDIVIDUAL ENROLLED IN OR COVERED BY CERTAIN HEALTH CARE PLANS AT ANY TIME BETWEEN AUGUST 4, 1990 AND _____, 2005, OR A PHYSICIAN GROUP OR A PHYSICIAN ORGANIZATION THAT INCLUDES SUCH PHYSICIANS, PLEASE READ THIS NOTICE CAREFULLY. THESE CLASS ACTIONS AND THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS.

WHY SHOULD YOU READ THIS NOTICE?

If you are or have been a physician, physician group, or physician organization who or which practiced in the United States since August 1990, your rights may be affected by a proposed settlement with WellPoint, Inc. in the class action lawsuits known as In re Managed Care Litigation, MDL Docket No. 1334, which includes Shane v. Humana Inc., et al., Master File No. 00-1334-MD-MORENO (“Shane I”) and Shane v. Humana Inc., et al., Case No. Civ. 04-21589-CIV-MORENO (“Shane II”) and in Thomas v. Blue Cross and Blue Shield Assoc., Case No. 03-21296-CIV (“Thomas”) (collectively the “Actions”), which are pending in the U.S. District Court for the Southern District of Florida (the “Court”). In addition to WellPoint, Inc., the settlement and the Actions involve current and former direct and indirect subsidiaries and affiliates of WellPoint, Inc. and the former Anthem, Inc. involved in the health care business, including but not limited to the following:

Anthem Insurance Companies, Inc.	Penninsula Health Care, Inc.	Services, Inc.	Health Initiatives, Inc.
Anthem Health Plans of Kentucky, Inc.	Priority Health Care, Inc.	UNICARE Health Insurance Company of the Midwest	Health Management Systems
Community Insurance Company	RightCHOICE Managed Care, Inc.	UNICARE Health Plans of the Midwest, Inc.	Cost Care, Inc.
Anthem Health Plans, Inc.	HealthLink, Inc.	National Capital Preferred Provider Organization, Inc.	Precision Rx, Inc.
Anthem Health Plans of New Hampshire, Inc.	HealthLink HMO, Inc.	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.	WellPoint Behavioral Health, Inc.
Anthem Health Plans of Maine, Inc.	Healthy Alliance Life Insurance Company	Blue Cross Blue Shield of Georgia, Inc.	WellPoint Pharmacy IPA, Inc.
Machigonne, Inc.	HMO Missouri, Inc.	Blue Cross Blue Shield of Wisconsin	Blue Cross of California
Matthew Thorton Health Plan, Inc.	UNICARE Health Plan of West Virginia, Inc.	Valley Health Plan, Inc.	BC Life and Health Insurance Company
Rocky Mountain Hospital and Medical Services, Inc.	UNICARE Health Plan of Oklahoma, Inc.	Claim Management Services, Inc.	Golden West Health Plan, Inc.
HMO Colorado, Inc.	UNICARE Life & Health Insurance Company	Compcare Health Insurance Corporation	United Wisconsin Insurance Company
HealthKeepers, Inc.	UNICARE Health Plan of Virginia, Inc.	Anthem Prescription Management	Professional Claims Services, Inc.
Anthem Health Plans of Virginia, Inc.	UNICARE Health Plans of Texas, Inc.	Preferred Health Plans of Missouri, Inc.	Affiliated Healthcare, Inc.
One Nation Benefit Administrators, Inc.	UNICARE Health Insurance Company of Texas	The EPOCH Group, LC	
	Texas Managed Care Administrative		

The foregoing listed entities, as well as the entities listed in Exhibit D1 attached hereto, are referred to throughout this notice collectively as “WellPoint.” The settlement encompasses all of these entities. You may be a member of the WellPoint settlement class in the Actions if you have submitted claims to any of these WellPoint entities or to other managed care companies.

The class representatives and certain medical societies have agreed to settle all claims against WellPoint in the Actions in exchange for WellPoint's adoption of a number of commitments and initiatives regarding its business practices, and the establishment of settlement funds against which individuals who are members of the Class (as defined below) can make claims for a settlement payment. The Court has scheduled a hearing to consider the fairness, reasonableness and adequacy of the proposed settlement with WellPoint, together with certain other matters, to be held on _____, 2005, at _____:00 A.M./P.M., at the United States Courthouse, Courtroom IV, Tenth Floor, Federal Justice Building, 99 Northeast Fourth Street, Miami, Florida, 33132 (the "Settlement Hearing").

You may be a member of the Class who would be entitled to receive the benefits of the proposed settlement. As a member of the Class, 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 also have a right to object to the settlement or to the applications for attorneys' fees and representative plaintiffs' fees that counsel for the Class 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 WELLPOINT, AND CERTAIN OTHERS AFFILIATED WITH WELLPOINT, MAY BE AFFECTED BY THE SETTLEMENT, YOU SHOULD READ THIS NOTICE CAREFULLY.**

WHAT IS THIS LITIGATION ABOUT?

The Actions have been brought by the representative plaintiffs, who are practicing or retired physicians from around the United States, on behalf of classes of physicians, and by certain medical societies, against a number of health care insurance companies, including Aetna, Inc., Aetna USHC, Inc., Anthem, Inc. (now known as WellPoint, Inc.), CIGNA, Coventry Health Care, Inc., WellPoint Health Networks Inc., Humana Health Plan, Inc., Humana Inc., PacifiCare Health Systems, Inc., Prudential Insurance Company of America, United Health Care, United Health Group, Blue Cross of California, Rocky Mountain Hospital and Medical Service, Inc., Anthem Blue Cross and Blue Shield of Colorado, Community Insurance Company, Anthem Health Plans, Inc., Anthem Insurance Companies, Inc., Blue Cross and Blue Shield of Georgia, Inc., Anthem Health Plans of Kentucky, Inc., Anthem Health Plans of Maine, Inc., RightCHOICE Managed Care, Inc. (d/b/a Blue Cross and Blue Shield of Missouri), Anthem Health Plans of New Hampshire, Inc., Anthem Health Plans of Virginia, Inc., Blue Cross Blue Shield of Wisconsin, the Blue Cross and Blue Shield Association ("BCBSA") and various licensees of the BCBSA (collectively the "Defendants"). The complaints in the Actions allege that between 1990 and present, these companies engaged in one or more conspiracies to improperly deny, delay and/or reduce payment 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;
- Failing to pay claims for medically necessary covered services within the required statutory and/or contractual time periods;
- Misrepresenting and/or failing to disclose the use of inappropriate or unsound criteria to determine payments due to physicians, physician groups and physician organizations compensated under "capitation" systems;

- Failing to pay “actuarially sound” capitation rates;
- Failing to timely assign members to physicians, physician groups and physician organizations compensated under capitation systems.

The complaints in the Actions claim that the conduct described above violated various state and federal statutes. The complaints in the Actions also seek recovery on various common law theories, including breach of contract, based on practices such as those summarized above. If you would like further information about the claims asserted in the Actions, you can review copies of the Shane I, Shane II and the Thomas complaints at:

[Settlement Administrator site]
www.ArchieLamb.com
www.kttlaw.com

www.WhatleyDrake.com
www.milbergweiss.com
www.hmosettlements.com

The Actions are significant components of litigation asserting these claims and certain others against managed care companies which began in early 2000 and are before the federal court in Miami. Since the initial complaints were filed, substantial proceedings have occurred, including the production of a significant number of documents by the Defendants, as well as claims and payment data, and the depositions of various of the representative plaintiffs, and witnesses employed by defendants, including WellPoint, and third parties. In an order dated September 26, 2002, the Court certified a class and two subclasses of physicians in the Shane I lawsuit. As part of the settlement, WellPoint would no longer actively participate in the Actions, but expects other defendants, who are not parties to the proposed settlement, to continue to defend the claims asserted in the Actions on various grounds.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

In a settlement agreement dated July 11, 2005 (the "Settlement Agreement"), the representative plaintiffs and the signatory medical societies have agreed to settle all claims that were or could have been asserted against WellPoint and its affiliates and subsidiaries in the Actions in exchange for WellPoint's agreement 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 www.hmosettlements.com. It is also available at www.hmocrisis.com, www.WhatleyDrake.com, www.ArchieLamb.com, www.milbergweiss.com, www.kttlaw.com and www.wcqp.com.

None of the Defendants in the Actions other than WellPoint are parties to the WellPoint proposed settlement, and even if the settlement is approved by the Court, the representative plaintiffs and the signatory medical societies intend to continue to prosecute their claims against other defendants in the Actions who are not parties to this settlement or any other settlement.

THE SETTLEMENT CLASS

The proposed WellPoint settlement will be on behalf of the following Class, which has been certified for settlement proposes:

Any and all Physicians, Physician Groups and Physician Organizations who provided Covered Services to any Plan Member or any other individual enrolled in or covered by a plan offered or administered by any person or entity named as a defendant in the Actions or by any of their respective current or former Subsidiaries or Affiliates, in each case from August 4, 1990 through the Preliminary Approval Date.

The WellPoint settlement Class is different than the class and subclasses certified by the Court in the Shane I action (no class has been certified in Shane II or Thomas). WellPoint believes that there are significant aspects of the settlement Class that distinguish it from the class and subclasses that have been certified by the Court, including, for example, the fact that the settlement Class includes physician groups and physician organizations, while the class and subclasses that have been certified by the Court are limited to physicians alone. In addition, the settlement Class does not raise the problems of manageability that WellPoint believes affect the class and subclasses as certified by the Court in the Shane I lawsuit.

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 WellPoint to members of the Class.

Business Practice Initiatives

As a part of the settlement, WellPoint has agreed to certain commitments regarding its policies and procedures. For example, WellPoint has agreed, subject to implementation dates described in the Settlement Agreement, to: (a) include in its contracts with physicians a definition of medical necessity that bases medical necessity determinations on generally accepted standards of medical practice; (b) use clinical guidelines that are based on credible scientific evidence published in peer reviewed medical literature (taking into account physician specialty society recommendations, the views of physicians practicing in the relevant clinical areas, and other relevant factors) when making medical necessity determinations; (c) provide members of the Class access to WellPoint's medical necessity external review process; (d) establish an independent external review board for resolving disputes with members of the Class concerning many common billing disputes; (e) make investments designed to facilitate the automated adjudication of claims submitted by physicians and thereby reduce the average time taken by WellPoint to pay valid claims; (f) fund initiatives to reduce the percentage of resubmitted claims; (g) not automatically reduce the intensity coding of evaluation and management codes billed for certain covered services; (h) disclose payment rules and conform its bundling and other computerized editing rules as specified in the Settlement Agreement; (i) not include "gag clauses" in its contracts with members of the class; (j) devote resources to improve accuracy of information about eligibility of plan members; (k) where all necessary information is available to WellPoint, ensure the payment of valid clean claims within 15 days for electronically-submitted claims and 30 days for paper claims; (l) provide members of the Class with the ability to view applicable fee schedule amounts for billing codes related to their practice; (m) provide certain monthly reporting for capitation contracts; (n) follow protocols for the reimbursement of physicians providing mental health care services as specified in the Settlement Agreement; and (o) establish a compliance dispute resolution mechanism to address disputes regarding WellPoint's compliance with the Settlement Agreement. In addition, WellPoint will disclose additional information about its claim administration policies and procedures on its existing website. These changes, as well as others, are more fully described in the Settlement Agreement.

The Settlement Fund

As a part of the settlement, WellPoint has agreed to contribute Five Million Dollars (\$5,000,000.00), together with accrued interest from the date of Preliminary Approval, to Physicians' Foundation for Health Systems Innovations, Inc. In addition, WellPoint will make a settlement payment of One Hundred Thirty Five Million Dollars (\$135,000,000.00) which, together with accrued interest from the date of Preliminary Approval, will be distributed to physicians who are members of the Class under the proposed settlement and who file a Claim Form. If the settlement is approved by the Court, these members of the Class will be entitled to payments from the settlement fund in accordance with formulas that are set forth in the Settlement Agreement.

- A Retired Physician who provided any covered services reimbursed by WellPoint since 1990 but who has since become inactive, has retired from the practice of, or has otherwise ceased to practice, medicine, or has died, will receive a pro rata portion of the amount of the settlement fund that has been allocated to such inactive, retired or deceased physicians.
- An Active Physician whose gross receipts for the calendar years 2002, 2003, and 2004 for providing covered services to health benefit plan members of WellPoint were in the aggregate zero or less than \$5,000 will receive a single "base amount" (determined pro rata according to the proofs of claims that are filed) from the amount of the settlement fund that is allocated to active physicians;
- An Active Physician whose gross receipts for the calendar years 2002, 2003, and 2004 for providing covered services to health benefit plan members of WellPoint were in aggregate at least \$5,000 but less than \$50,000 will receive a pro rata portion of five times the "base amount" from the amount of the settlement fund that is allocated to active physicians; and
- An Active Physician whose gross receipts for the calendar years 2002, 2003, and 2004 for providing covered services to health benefit plan members of WellPoint were in the aggregate \$50,000 or greater, will receive a pro rata portion of ten times the "base amount" from the amount of the settlement fund that is allocated to active physicians.
- Alternatively, an Active Physician may establish, through the submission of billing records or similar information, that he or she should fall into a category entitled to a higher payment from the settlement fund based on aggregate payments received for providing covered services to health benefit plan members of WellPoint over any consecutive three-year period from January 1, 1996 through December 31, 2004.
- In determining gross receipts, physicians should include amounts paid by WellPoint directly or by intermediaries for providing covered services to WellPoint members. For example, a physician may have provided services through an intermediary that contracted with WellPoint to provide the services, for example, an IPA, medical group, organized delivery system, physician hospital organization, etc. In determining gross receipts for providing covered services to WellPoint members, physicians should also include amounts they received from such intermediaries for treating WellPoint members.
- Physician Groups and Physician Organizations may submit claims on behalf of individual physicians employed by or otherwise working with them without the necessity of individual signatures from the individual physician, 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. No covered service by an individual physician may be the subject of more than one submission by the physician or a Physician Group or Physician Organization on the physician's behalf.
- The settlement fund is described in detail at Section 8 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 attached to this notice, to the Settlement Administrator at the following address:

[Name of Settlement Administrator]
[Address of Settlement Administrator]
[Phone Number of Settlement Administrator]

Charitable Foundations

Members of the Class may elect to have the amount of their settlement payment from the settlement fund (discussed in the prior section) contributed to a charitable foundation that is dedicated to promoting high quality healthcare on their behalf.

THE RELEASE AND DISMISSAL WITH PREJUDICE

Upon final approval, the Actions will be dismissed with prejudice as to WellPoint. In addition, WellPoint, and certain others affiliated with WellPoint, will receive a release and discharge from the Class (which would not include members of the Class who timely elect to opt-out of 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 or character (each a "Claim"), arising on or before the date that the Court's order approving the settlement becomes final, that are, were or could have been asserted against any of the released parties based on or arising from the factual allegations of the complaints in the Actions or the business practices that are the subject of the settlement, whether any such Claim was or could have been asserted by any releasing party on its own behalf or on behalf of other persons.

In addition to this release, members of the Class who have not opted-out of the settlement will be deemed to have forever abandoned and discharged any and all claims that exist now or that might arise in the future against the Blue Cross and Blue Shield Association ("BCBSA") and any BCBSA licensee, which claims arise from, or are based on, conduct by WellPoint or any of the other released parties that occurred on or before the date that the Court's order approving the settlement becomes final and are, or could have been, alleged in the complaint in the Actions, whether any such claim was or could have been asserted by any releasing party on its own behalf or on behalf of other Persons. Nevertheless, the Settlement Agreement does not operate to relieve any person or entity other than WellPoint or the other released parties from responsibility for its own conduct or conduct of other persons who are not released parties, except that all claims for monetary relief against BCBSA asserted in Thomas will be dismissed.

Excluded from the release are claims for certain covered services that are or were in the process of being submitted to, adjudicated or paid by WellPoint at or around the time that the Settlement Agreement was entered into and the Court approval process was begun. This provision is discussed in more detail in Section 13.6 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 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, or to preclude any plaintiff from introducing any competent and admissible evidence to the extent consistent with the Settlement Agreement. In addition, except as described above, nothing in the Settlement Agreement prevents the plaintiffs and the Class from pursuing claims to hold any person or entity that is not a released party liable for damages caused by any released party.

Finally, the Settlement Agreement includes a covenant not to sue WellPoint or the other released parties for Claims that are generally subject to the release, subject to certain limited exceptions which are described in detail in section 13.6 of the Settlement Agreement.

The release provided for in the Settlement Agreement applies to Claims whether they are known or unknown. In this regard, each member of the Class that has not timely elected to opt-out of the settlement and the Class shall be 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 – 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."

or (b) by federal law, 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.

WHAT WILL HAPPEN AT THE SETTLEMENT HEARING?

As mentioned above, the Settlement Hearing will be held on _____, 2005, at ____:00 A.M./P.M., 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 and that no additional notice will be provided to potential members of the Class other than an announcement in open court.

At the Settlement Hearing, the Court will consider several different issues.

First, the Court will consider whether the proposed settlement of the Actions with WellPoint that is reflected in the Settlement Agreement is fair, reasonable and adequate to members of the Class.

Second, the Court will consider whether it should certify the Class pursuant to Rules 23(a), (b)(2) and (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 members of the Class predominate over questions affecting only individual members of the Class, 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, potential Class members who have timely elected to opt-out from 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 members of the Class and certain other persons, including the Defendants in the Actions other than WellPoint, from asserting certain claims against WellPoint in the future.

Fourth, the Court will consider the application for a payment of fees to the representative plaintiffs by WellPoint, which is discussed in more detail below.

Finally, the Court will consider an application by counsel to the Class for attorneys' fees and expenses to be paid by WellPoint, which is also discussed in more detail below.

CAN I PARTICIPATE IN THE SETTLEMENT HEARING?

Any member of the Class, or other interested person or entity, who or which objects to the proposed settlement with WellPoint, the Settlement Agreement, the application for plaintiffs' attorneys' fees or the other matters to be considered at the Settlement Hearing may appear and present such objections, provided, however, that no member of the Class who or which has elected to opt out from the Class will be entitled to object. In order to be permitted to object to the proposed settlement, however, you must, on or before _____, 2005 [**"Objection Date" – 60 days after Notice Date**] comply fully with the following requirements:

- File with the Court a notice of your intention to appear, together with a statement setting forth your objections, if any, to the matters to be considered and the basis for those objections, together with any documentation that you intend to rely upon at the Settlement Hearing, and
- Serve copies of all such materials either by hand delivery or by first-class mail, postage prepaid, upon the following counsel:

Harley S. Tropin, Esq.
 Kozyak Tropin & Throckmorton, P.A.
 2525 Ponce de Leon Blvd., 9th Floor
 Miami, Florida 33134

Craig A. Hoover
 Hogan & Hartson, LLP
 555 13th Street, NW
 Washington, DC 20004

Stan Blumenfeld
 O'Melveny & Myers, LLP
 400 South Hope Street
 Los Angeles, CA 90071

If you do not comply with the foregoing procedures and deadlines for submitting written objections and/or appearing at the Settlement Hearing, 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 plaintiffs' counsel; the right to contest approval of the application for an award of a fee to representative plaintiffs; or 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 Actions that affect your rights, you will receive notice as determined by the Court.

HOW DO I FILE A CLAIM?

As discussed above, the proposed settlement contemplates certain settlement payments to members of the Class who timely submit claim forms 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 _____, 2005 [90 days after the Notice Date] to:

[Name of Settlement Administrator]
 [Address of Settlement Administrator]
 [Phone number of Settlement Administrator]

IN ORDER TO BE ENTITLED TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN A CLAIM FORM AND THE ENVELOPE RETURNING YOUR CLAIM FORM MUST BE POSTMARKED BY NO LATER THAN _____, 2005. IF YOU DO NOT MAIL YOUR SIGNED CLAIM FORM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND.

If you file a claim, you will be electing to be a member of the Class 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.

WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not want to be a member of the Class and participate in the proposed Settlement, then **BY NO LATER THAN** _____, 2005, you must send a signed statement to that effect that includes your name, business address, telephone number and Federal Tax Identification Number to the following:

[Name of Settlement Administrator]
[Address of Settlement Administrator]
[Phone number of Settlement Administrator]

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT-OUT OF THE SETTLEMENT, YOUR COMPLETED AND SIGNED OPT-OUT NOTICE MUST BE POSTMARKED BY NO LATER THAN _____, 2005. 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 settlement Class, you will not be entitled to receive the benefits of the proposed settlement with WellPoint, including any payment from the settlement fund and any benefit from the business practice changes. Your claims against WellPoint 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 member of the Class who or which timely submits a request to opt out of the settlement will have until the Settlement Hearing to deliver to the Settlement Administrator a written revocation of the request to opt out and shall thereby become a member of the Class.

WHAT ABOUT ATTORNEYS' FEES, COSTS AND EXPENSES?

Since the beginning of this litigation, plaintiffs' counsel in the Actions have not received any payment for their services in prosecuting the Actions, nor have they been reimbursed for any out-of-pocket expenses, except in connection with previous settlements with other defendants. If the Court approves the proposed settlement, counsel to the plaintiff class will apply to the Court for an award of attorneys' fees, including costs and expenses. In the Settlement Agreement, WellPoint agreed not to oppose such an application in the aggregate amount of up to Fifty Eight Million Dollars (\$58,000,000.00). If the Court awards plaintiffs' attorneys' fees and expenses in an amount no greater than that amount, WellPoint will pay the amount awarded by the Court to plaintiffs' counsel. This payment is in addition to the consideration to the members of the Class that is described above and will not reduce the amount available to members of the Class if the proposed settlement is approved.

WHAT ARE THE REPRESENTATIVE PLAINTIFFS' FEES?

In addition to the application for attorneys' fees and expenses described in the preceding section, in connection with the Court's consideration of the proposed settlement, the representative plaintiffs intend to seek an award from the Court of fees in the amount of up to \$7,500 for each representative plaintiff which if awarded would be in addition to the settlement consideration that will be available to members of the Class generally. In the Settlement Agreement, WellPoint agreed not to oppose such an application up to \$7,500 for each representative plaintiff. If the Court awards representative plaintiffs a fee up to that an amount, WellPoint will pay such amount to the representative plaintiffs.

WHO CAN I CONTACT WITH QUESTIONS?

If you have questions regarding this notice, the proposed settlement with WellPoint or the Actions generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites:

[Settlement Administrator site]
www.ArchieLamb.com
www.kttlaw.com

www.WhatleyDrake.com
www.milbergweiss.com
www.hmosettlements.com

By Telephone:

1-866-809-8003

By Mail:

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

Kozyak Tropin & Throckmorton
2525 Ponce de Leon Blvd., 9th Floor
Miami, Florida 33134
Attention: Harley Tropin, Esq.

Milberg Weiss Bershad & Schulman LLP
One Pennsylvania Plaza
New York, New York 10119-0165
Attention: Edith Kallas, Esq.

PLEASE DO NOT CALL WELLPOINT, YOUR WELLPOINT PROVIDER RELATIONS REPRESENTATIVE, THE COURT OR THE CLERK'S OFFICE.

EXAMINATION OF PAPERS

This notice is a summary and does not describe all details of the proposed settlement with WellPoint, the Settlement Agreement or the proceedings in the Actions generally. Complete copies of the Settlement Agreement and certain pleadings and papers filed in the Actions can be found for review on the following websites:

[Settlement Administrator site]
www.ArchieLamb.com
www.kttlaw.com

www.WhatleyDrake.com
www.milbergweiss.com

In addition, you may review the complete files of papers submitted in the Actions 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 during regular business hours.

REQUEST TO FORWARD THIS NOTICE

If you would be a member of the Class 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: _____, 2005

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

EXHIBIT D1

EXHIBIT D1

Acordia Benefits, Inc.	Acordia Health Industry Services, Inc.	Acordia Personal Benefits of Missouri, Inc.
Acordia Benefit Services of Northern California	Acordia Local Government Benefits, Inc.	Acordia Personal Benefits of Texas, Inc.
Acordia Benefit Services of Southern California	Acordia Local Government Services, Inc.	Acordia Personal Benefits of Utah, Inc.
Acordia Benefits of Florida, Inc.	Acordia Managed Care Solutions, Inc.	Acordia Personal Benefits, Inc.
Acordia Benefits of Northern California, Inc.	Acordia National, Inc.	Acordia Personal Insurance Services
Acordia Benefits of South Florida, Inc.	Acordia Northeast, Inc.	Acordia Personal of the Southeast, Inc.
Acordia Benefits of Southern California, Inc.	Acordia Northwest, Inc.	Acordia School Benefits, Inc.
Acordia Benefits of Texas, Inc.	Acordia of Central Indiana, Inc.	Acordia Senior Benefits of Texas, Inc.
Acordia Benefits of the South, Inc.	Acordia of Cincinnati, Inc.	Acordia Senior Benefits, Inc.
Acordia Benefits of the Southwest, Inc.	Acordia of Colorado, Inc.	Acordia Senior of the Southeast, Inc.
Acordia Benefits of the West, Inc.	Acordia of Columbus, Inc.	Acordia Small Business Benefits of the Southwest, Inc.
Acordia Business Benefits of Evansville, Inc.	Acordia of Dallas, Inc.	Acordia Small Business Benefits, Inc.
Acordia Claims, Inc.	Acordia of Eastern Kentucky, Inc.	Acordia Southeast, Inc.
Acordia Collegiate Benefits, Inc.	Acordia of Evansville, Inc.	Acordia Texas Gulf Coast, Inc.
Acordia Corporate Benefits of Ohio	Acordia of Lexington, Inc.	Acordia Texas Gulf Coast – Corpus Christi
Acordia Construction Benefits, Inc.	Acordia of Louisville, Inc.	Acordia Texas Gulf Coast - Houston
Acordia Corporate Benefits, Inc.	Acordia of Mississippi, Inc.	AdminaStar Solutions, Inc.
Acordia Educational Benefits of Texas, Inc.	Acordia of Northeast Indiana, Inc.	Alternative Health Delivery Systems, Inc.
Acordia Financial Industry Benefits, Inc.	Acordia of Northern Kentucky, Inc.	American General Group Administrators, Inc.
Acordia Financial Industry Services, Inc.	Acordia of San Francisco, Inc.	American General Group Insurance Company
Acordia Financial Services of Cincinnati, Inc.	Acordia of South Florida, Inc.	American General Group Insurance Company of California
Acordia Healthcare Solutions, Inc.	Acordia of Southern California, Inc.	American General Group Insurance Company of Florida
Acordia Health Industry Benefits, Inc.	Acordia of Southern Indiana, Inc.	American General Group
	Acordia of the South, Inc.	
	Acordia of West Virginia, Inc.	
	Acordia of Western Kentucky, Inc.	
	Acordia Personal Benefits Agency, Inc.	

Services Corporation	Anthem Life Insurance Company of California	Health Management Corporation
American General Health Plan, Inc.	Anthem Life Insurance Company of Florida	HMO Kentucky, Inc.
American Health Network HMO of Florida, Inc.	Anthem Life Insurance Company of Indiana	Home Life Financial Assurance Corporation
American Health Network, Inc.	Anthem Services, Inc.	Home Life Group Benefits and Services, Inc.
Anthem Alliance for Health, Inc.	Associated Government Services, Inc.	International Financial Services Life Insurance Company
Anthem Alliance Health Insurance Company	Associated Health Systems, Inc.	Key Benefit Administrators, Inc.
Anthem Benefit Administrators, Inc.	Associated Hospital Service of Maine, Inc.	Key Care Health Resources, Inc.
Anthem Benefit Services, Inc.	Associated Insurance Companies, Inc.	Maine Partners Health Plan, Inc.
Anthem Group Administrators, Inc.	Associated Medical Networks, Limited	Matthew Thornton Insurance, Inc.
Anthem Group Services Corporation	Associated National Service Group, Inc.	New Hampshire – Vermont Health Services Corporation
Anthem Healthcare Solutions, Inc.	Associated State Government Contracts, Inc.	Northeast Consolidated Services, Inc.
Anthem Health & Life Insurance Company	Associates Life Insurance Company	OneNation Insurance Company
Anthem Health & Life Insurance Company of New York	Benefit Administration Services, Inc.	PAL, Inc.
Anthem Health Network of Kentucky, Inc.	Blue Cross Blue Shield of Connecticut, Inc.	PAL-PAC, Inc.
Anthem Health of Indiana, Inc.	CareQuest, Inc.	Paragon Health System, Ltd.
Anthem Health Plan of Central Indiana, Inc.	Central Maine Partners Health Plan, Inc.	PHN of Maryland, Inc.
Anthem Health Plan of Georgia, Inc.	Community Mutual Insurance Company	PHN-HMO, Inc.
Anthem Health Plan of Indiana, Inc.	Community National Assurance Company	PHN-PPO, Inc.
Anthem Health Plan of West Virginia, Inc.	Corporate Claims Services, Inc.	PHN Services, Inc.
Anthem Health Plans of Florida, Inc.	Eagles' Administrators Ltd.	Physicians Health Network, Inc.
Anthem Health Plans of Texas, Inc.	First Home Life Financial Assurance Corporation	Physicians Health Services (HMO), Inc.
Anthem Health Systems, Inc.	Ft. Wayne CHO, Inc.	Plan Administrators, Inc.
Anthem Life Insurance Company	Health Maintenance of Indiana, Inc.	PrimeONE, Inc.
		Professional Administrators Ltd. – Pension & Group Consultants, Inc.
		Rocky Mountain Administrative Services Company, Inc.
		Rocky Mountain Health Care Corporation

Rocky Mountain Life Insurance Company	Plans, Inc.	CaliforniaCare Health Plans
Southeastern Group, Inc.	United Physicians Health Network, Inc	WellPoint Life Insurance Company
Southeastern Mutual Insurance Company	Wright Health Associates, Inc.	WellPoint Pharmacy Plan
Southeastern United Medigroup, Inc.	Atlanta Healthcare Partners, Inc.	Rush Prudential Health Plans
Southwestern Chamber Plan, Inc.	CSRA Healthcare Partners, Inc.	Rush Prudential HMO, Inc.
SpectraCare, Inc.	HMO Georgia, Inc.	Rush Prudential Insurance Company
Trigon Health and Life Insurance Company	Community Health Partnership, Inc.	Unicare Workers' Compensation Insurance Company
Trigon Insurance Company	RightCHOICE Insurance Company	Unicare Insurance Company
Trigon Services, Inc.	Unity Health Plans Insurance Corp	Affiliated Health Plans, Inc.
Uniformed Services Benefit	WellPoint Health Networks, Inc.	American Managing Company