STATE OF MAINE
PENOBSCOT, ss

BUSINESS AND CONSUMER COURT
LOCATION: WEST BATH
DOCKET NO: BCD-WB-CV-07-27

CHRISTY STOUT, M.S.P.T., individually AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

Plaintiff

v.

ANTHEM HEALTH PLANS OF MAINE, INC. D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD

Defendant

ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT INCLUDING FORM AND METHOD OF NOTICE, AND SETTING HEARING FOR FINAL APPROVAL

WHEREAS the action entitled *Christy Stout, M.S.P.T., individually and on behalf of all others similarly situated v. Anthem Health Plans of Maine, Inc. d/b/a Anthem Blue Cross and Blue Shield*, was filed on August 21, 2007 as a class action in the Maine Superior Court, Penobscot County, Docket No. CV-07-207, and transferred on November 21, 2007 to the Business and Consumer Court, Docket No. BCD-WB-CV-07-27 ("the Class Action Litigation").

WHEREAS this Court has jurisdiction, for purposes of settlement, over the Class Action;

WHEREAS the parties to the Class Action entered into a Settlement Agreement executed on April, 1 2009 ("the Settlement" or "Settlement Agreement");

WHEREAS the Settlement contemplates that a Class encompassing the putative class in the Class Action shall be certified by this Court for the purposes of settlement;

WHEREAS the Settlement requires Defendant Anthem Health Plans of Maine, Inc. ("Anthem") to pay certain additional benefits as provided in the Settlement;

WHEREAS counsel for the Plaintiff and the Class in the Class Action are authorized to act on behalf of the Class Members with respect to all acts and consents required by, or which may be given pursuant to, the Settlement or such other acts which are reasonably necessary to consummate the Settlement;

WHEREAS the Court has considered the Settlement Agreement, all exhibits attached thereto, and all of the pleadings, papers, and filings herein;

WHEREAS the terms used herein shall have the same meaning as defined in the Settlement Agreement, which are incorporated herein by reference; and

WHEREAS good cause appearing therefor,

IT IS ORDERED AS FOLLOWS:

1. The Court finds, for purposes of the Settlement only, that the Class as defined in the Settlement Agreement satisfies the applicable criteria of Rule 23 of the Maine Rules of Civil Procedure and therefore orders that the Settlement Class be conditionally certified as follows:

> (A) all licensed physical therapists who, at any time before April 1, 2006, executed either or both of the Blue Cross and Blue Shield of Maine Professionals' Service Division Agreement with Participating Professionals and the Blue Cross and Blue Shield of Maine Health Maintenance Organization Professional Agreement (the "Provider Contracts"), and who rendered health care services on or after April 1, 2006 for which a claim was submitted to and reimbursed by Anthem Health Plans of Maine under one or both of those Provider Contracts, and (B) all entities and individuals who received reimbursement for some or all of such a claim from Anthem Health Plans of Maine, including by assignment (collectively the "Class").

Specifically, pursuant to Maine Rules of Civil Procedure, the Court conditionally finds that: (i) the Class is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims or defenses of the representative

party are typical of the claims or defenses of the Class; and (iv) the representative party will fairly and adequately protect the interests of the Class.

The Class Representative shall be Plaintiff Christy Stout. The Court further finds that Counsel for the Class – Gregory Brodek, Alice Braunstein, and Katherine Fergus of the law firm Duane Morris, LLP – are experienced and qualified to represent Plaintiff and the Class and have served as competent and diligent advocates for the interests of Plaintiff and the Class. Class Representative is hereby conditionally certified as representative of the Class defined above.

2. This conditional certification of the Class and Class Representative is solely for purposes of effectuating the proposed Settlement. If the Settlement is terminated or is not consummated for any reason, the foregoing conditional certification of the Class and appointment of Class Representative shall be void and of no further effect and the parties to the proposed Settlement shall be returned to the status quo each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Agreement might have asserted but for the Settlement Agreement.

3. The Court hereby preliminarily approves the proposed Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate to the Class.

4. Pending resolution of these Settlement proceedings, the Court hereby asserts jurisdiction over the Class Members for the purposes of effectuating this Settlement and releasing and dismissing with prejudice their Settled Claims.

5. Pending resolution of these Settlement proceedings, no Class Member shall commence or prosecute, directly or through another person or entity, any action or proceeding in any court or tribunal asserting any of the Settled Claims.

6. The Settlement does not constitute an admission, concession, or indication by Anthem of the validity of any claims in this Class Action or of any wrongdoing, liability, or violation of law by Anthem. To the contrary, Anthem has advised the Court that it believes it is without any liability whatsoever for any of the claims included in the Settlement and is participating in the Settlement to put an end to all such claims and the risks and expense of protracted litigation.

7. Having considered the Notice and Settlement Distribution Plan submitted by Class Counsel, the Court finds that the Notice to be given pursuant to that Plan is the best means of Notice to members of the Class that is practicable in the circumstances and constitutes due and sufficient notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, in full compliance with the constitutional requirements of due process and that no further notice is necessary. The form and manner of Notice proposed by Class Counsel is hereby approved and it is hereby Ordered that such Notice be effected as described.

8. Before the date fixed by this Court for the Fairness Hearing, Defendant shall cause to be filed with the Clerk of the Court and served upon Class Counsel an affidavit or declaration of the Settlement Administrator certifying that Notice was effected as described.

9. Any Member of the Class may enter an appearance *pro se* or through counsel of such Member's own choosing and at such Member's own expense. Any Class Member who does not enter an appearance or appear *pro se* will be represented by Class Counsel.

10. Any Member of the Class may choose to be excluded from the Class by timely completing and submitting a request for exclusion in the manner set forth in the notice to Class Members, postmarked no later than fourteen (14) days prior to the original date set for the

Fairness Hearing. Any Member of the Class who does not submit a timely and valid request for exclusion will be a Member of the Class and will be bound by this Settlement, should the Court grant Final Approval to this Settlement.

11. On June 24, 2009 at the hour of 9:00 A.M., at the Cumberland County Superior Court, Portland, Maine, a hearing conducted by this Court ("the Fairness Hearing") will be held to determine: (a) whether the Court should approve the fairness, reasonableness, and adequacy of the terms and conditions of the proposed Settlement and enter a final judgment thereon; (b) whether the Court should enter an Order finally certifying the proposed Settlement Class; (c) the reasonableness of the request for payment of compensation to the Class Representative in an amount not to exceed the amount set forth in the Settlement Agreement; and (d) the reasonableness of the request for payment of attorneys' fees and reimbursement of litigation costs to Class Counsel. A transcript will be made of the Fairness Hearing.

12. Any Member of the Class may appear personally or by counsel at the Fairness Hearing and may object to, support, or express the Class Member's views regarding the proposed Settlement, the proposed compensation to Class Representatives, or the proposed attorneys' fees and expenses to be paid to Class Counsel, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by this Court. However, no Class Member shall be heard at this Fairness Hearing or any other hearing, or be entitled in any way to contest the approval by this Court of the proposed Settlement, or any award of attorneys' fees or expenses to Class Counsel, unless no later than twenty (20) business days prior to the date originally set for the Fairness Hearing, such Class Member files his or her objections, and the grounds therefor, or the reasons for such person's

desire to appear and be heard, along with evidence of membership in the Class, in writing with the Clerk of this Court together with any supporting materials such Class Member wishes the Court to consider. Such papers must also be mailed or delivered on or before that date to all counsel of record as identified in the Notice.

13. No later than five (5) business days prior to the Fairness Hearing, Class Counsel shall file with this Court, and serve on Defendant's counsel, copies of all submissions in support of the proposed Settlement.

14. If the Settlement is approved by the Court, upon Final Approval, all Members of the Class shall be barred and permanently enjoined from prosecuting, commencing, or continuing any Settled Claim against Anthem or any of the other released parties, and all such Class Members shall conclusively be deemed to have released any and all Settled Claims.

15. The Fairness Hearing may from time to time, and without further Notice to the Class, be continued or adjourned by order of the Court.

16. In the event that the Settlement is not finally approved, or is terminated, canceled, or otherwise fails to become effective in accordance with the terms of the Settlement Agreement for any reason, this order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of the day previous to the effective date of the Settlement Agreement.

DATED: 4/3/09

Honorable Chief Justice Thomas E. Humphrey
Maine Superior Court, Business & Consumer Docket

C.C.
4/6/09