

IN THE CIRCUIT COURT
FOR THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

FILED

AUG 12 2009

CLERK OF CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

COY CHIROPRACTIC HEALTH CENTER,
INC. and RICHARD COY, D.C. d/b/a COY
CHIROPRACTIC CLINIC, and POINTE EAST
PHYSICAL REHAB, individually and on behalf
of all others similarly situated,

Plaintiffs,

No. 05-L-150

v.

AIG CLAIMS SERVICES, INC. n/k/a AIG
DOMESTIC CLAIMS, INC., AIG
MARKETING, INC. and NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH,

Defendants.

PRELIMINARY APPROVAL ORDER

This matter comes before the Court on the Motion for Preliminary Approval of a Class Action Settlement Agreement (“Settlement”) between Plaintiffs Coy Chiropractic Health Center, Inc. and Richard Coy, D.C. d/b/a Coy Chiropractic Clinic and Pointe East Physical Rehab, individually and on behalf of others similarly situated (collectively, “Plaintiffs”), and Defendants AIG Claims Services, Inc. (“AIGCS”) (which changed its name to AIG Domestic Claims Services, Inc. (“AIGDC”), now known as Chartis Claims, Inc. (“CCI”)), AIG Marketing, Inc. (“AIGM”), and National Union Fire Insurance Company of Pittsburgh, PA (collectively, “Defendants”). The Court, being fully advised in the premises, hereby finds and orders:

1. The Settlement, embodied in a written settlement agreement (the “Agreement” or “Settlement Agreement”) has been negotiated at arms-length and is preliminarily determined to be fair, reasonable, adequate, proper and in the best interests of the class. Because the Court finds that the Settlement is within the range of fairness and reasonableness, it is preliminarily approved.

2. Subject to the Settlement, and for purposes of the settlement of this case only, the Court hereby certifies the following class (the “Settlement Class”)¹ pursuant to 735 ILCS 5/2-801:

¹ Capitalized terms herein have the meaning provided in the Settlement Agreement.

All licensed healthcare providers in Illinois who between January 1, 1995 and the date that the Court grants preliminary approval of the settlement: (i) submitted a bill to AIGCS, AIGDC, CCI, AIGM, or an insurance company currently or previously affiliated with American International Group, Inc. ("AIG") for medical services relating to the treatment of an occupationally ill or injured worker whose workers' compensation claim is governed by Illinois law, or an individual covered by the first-party medical claims provision of an automobile policy also governed by Illinois law; and (ii) whose bill was reduced pursuant to a preferred provider organization discount.

3. Plaintiffs Coy Chiropractic Health Center, Inc. and Richard Coy, D.C. d/b/a Coy Chiropractic Clinic and Pointe East Physical Rehab, are designated as representatives of the Class.

4. LakinChapman, LLC is appointed lead class counsel.

5. A hearing (the "Fairness Hearing") is set for November 12, 2009 at 1:30 a.m. (p.m.) to decide, among other things: (a) whether the Settlement Class should be certified; (b) whether the Settlement should be finally approved as fair, reasonable and adequate; (c) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement; (d) whether Settlement Class Members should be bound by the release set forth in the Settlement; (e) whether Settlement Class Members should be subject to a permanent injunction that, among other things, enjoins and bars Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating in (as Settlement Class Member or otherwise), any lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Released Claims (as defined in the Settlement); and (f) whether the application of Settlement Class Counsel for an award of attorneys' fees and expenses should be approved. The Fairness Hearing may be adjourned by the Court from time to time without further notice to the Settlement Class.

6. Having considered, among other factors, (i) the cost of giving notice by various methods, (ii) the interests of each Settlement Class Member; (iii) the likelihood that Settlement Class Members' current address can be obtained, and (iv) the likelihood that each Settlement Class Member will receive actual notice, the Court expressly finds that notice given in the form and manner provided in the Settlement Agreement will provide the best notice practicable under the circumstances. The Court finds that the content and manner of the class notice: (a) is the best practicable notice; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object to or exclude themselves from the Settlement; (c) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (d) meets all applicable requirements of any law, the Due Process Clause of the United States Constitution, and 735 ILCS 5/2-803. The Court further finds that the proposed manner and form of the class notice reasonably advises potential members of the Settlement Class of the following: (1) the nature of the Action and settlement relief, and that the relief is limited to that provided by the Settlement and is contingent

on the Court's final approval thereof; (2) that the Court will exclude a member from the Settlement Class if requested by a specified date; (3) that the judgment incorporating the settlement will include and bind all Settlement Class Members who do not request exclusion by the specified date; and (4) that any Settlement Class Member who does not request exclusion may, if he or she desires, object and enter an appearance through his or her counsel. In sum, the Court finds that the class notice and method of mailing to Settlement Class Members provided in the Settlement is readily understandable, reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive notice and meets all the requirements of due process. As soon as practicable after the date of this Order, Defendants shall disseminate the class notice in accordance with the Settlement. The parties may make minor changes to the sample Class Notice either by agreement or with further Court approval.

7. The Court approves the proposed Claim Form, attached as part of the Settlement Agreement, along with the length of the claims period.

8. Settlement Class Members have until October 13, 2009 to opt out of the Settlement Class. All Settlement Class Members who properly file a timely written request for exclusion shall be excluded from the Settlement Class (*i.e.* opt out of the Settlement Class), and shall have no rights under the Settlement Agreement. A request for exclusion must be in writing and state the current name of the Settlement Class Member and any former name (if different) and a current address and former address (if different). The request for exclusion must be signed. Each request must also contain a signed statement that: "I/we hereby request that I/we be excluded from the class in the AIG PPO Litigation." The request must be mailed to the address provided in the Class Notice and postmarked (or mailed by overnight delivery) by the date specified in this paragraph. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Class Notice, or that is not sent within the time specified, shall be invalid and the person(s) serving such a request shall be a member(s) of the Settlement Class and be bound as a Settlement Class Member, if the Settlement Agreement is finally approved. No Settlement Class Member may purport to exercise any exclusion rights of any other person, or purport to exclude other Settlement Class Members as a group, aggregate, or class involving more than one person, or as an agent or representative. Any such purported exclusion shall be invalid and the Settlement Class Member(s) that is or are the subject of the purported opt-out shall be a member of the Settlement Class and treated and be bound as Settlement Class Members for all purposes.

9. Settlement Class Members shall have until October 13, 2009 to object to the Settlement. Any Settlement Class Member who has not submitted a timely written request for exclusion and who wishes to object to the fairness, reasonableness or adequacy of the Settlement may make a written objection, in compliance with Settlement, which must be received by Class Counsel and defense counsel and have been file-stamped by the Court no later than the date specified in this paragraph. Written objections must include: (i) the objector's name, address and telephone number; (ii) the name of the case and the case number; (iii) a statement of each objection; (iv) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection; and (v) the identity and number of Settlement Class Members represented by the objector's counsel. Objecting

Settlement Class Members who appear by counsel or who intend to testify in support of their objection either in person or by affidavit must also make themselves available for deposition by Class Counsel or Defendants' counsel in their county of residence, between the time the objection is filed and fourteen (14) days before the date of the Fairness Hearing. Any Settlement Class Member who files and serves a written objection, as described in the preceding subsection, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement. Settlement Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing, must deliver a Notice of Intention to Appear to Class Counsel and Defendant's Counsel, and have file-marked by the Court, no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to Appear must: (a) state how much time the Settlement Class Member and/or their attorney anticipates needing to present the objection; (b) identify, by name, address, telephone number and detailed summary of testimony any witnesses the Settlement Class Member and/or their attorney intends to present any testimony from; and (c) identify all exhibits the Settlement Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this Action.

10. In aid of the Court's jurisdiction to implement and enforce the proposed settlement, all potential Settlement Class Members who do not timely exclude themselves from the Class are preliminarily enjoined and barred from commencing or prosecuting any action against any Released Person, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located that relates in whole or in part to the conduct that provided the basis for the claims asserted in the complaint in this Action and that arises within a four year period from the Effective Date. Any person or entity who knowingly violates such injunction shall pay the costs and reasonable attorneys' fees incurred by Defendants or other Released Persons as a result of the violation.

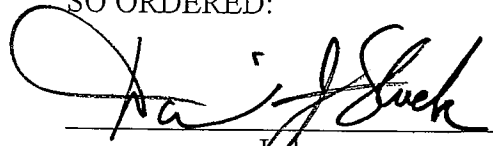
11. All papers in support of the Settlement, including responses to objections, shall be filed with the Court and served at least seven (7) days before the Fairness Hearing. Class Counsel shall file their petition for attorneys' fees and expenses at least seven (7) days prior to the Fairness Hearing.

12. This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (a) the Settlement is not finally approved by the Court, or does not become final, pursuant to its terms; or (b) the Settlement is terminated in accordance with its terms or does not become effective as required by its terms. In such event, the Settlement shall become null and void and be of no further force and effect, shall be inadmissible into evidence for any purposes, and neither the Settlement nor this Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

AUG 12 2009

Date: _____

SO ORDERED:



Judge