

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

DALE FISCHER, D.C. d/b/a LEBANON
CHIROPRACTIC, P.C., individually and on
behalf of all others similarly situated,

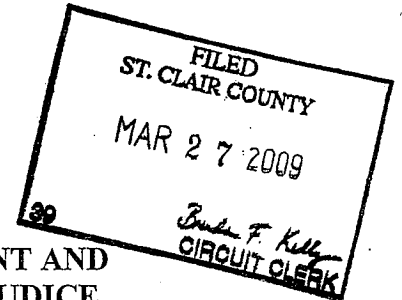
Plaintiff,

v.

ARROWOOD INDEMNITY COMPANY as
successor in interest to THE CONNECTICUT
INDEMNITY COMPANY,

Defendant.

Case No. 05-L-107



**FINAL ORDER APPROVING SETTLEMENT AND
JUDGMENT OF DISMISSAL WITH PREJUDICE**

On the 27th day of March, 2009, the matter of the Court's final approval of the Stipulation of Settlement submitted on December 2, 2008 by the Joint Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of Plaintiffs and the Settlement Class was Robert W. Schmieder II of LAKINCHAPMAN LLC for THE LAKIN LAW FIRM, P.C., 300 Evans Ave., P.O. Box 229, Wood River, IL 62095-1127 ("Class Counsel"). Appearing on behalf of Defendants was Roger K. Heidenreich, Sonnenschein Nath & Rosenthal, LLP, One Metropolitan Square, Suite 3000, St. Louis, Missouri 63102.

WHEREAS, Plaintiff and Arrowood Indemnity Company ("Defendant"), as successor in interest to The Connecticut Indemnity Company ("CIC"), have executed and filed a Stipulation of Settlement (the "Stipulation") with the Court on December 2, 2008; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Stipulation and are hereby incorporated by reference; and

WHEREAS, the Court, on December 10, 2008, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on March 27, 2009, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, Defendant and Class Counsel have satisfactorily indicated to the Court that the Notice Plan was followed; and

WHEREAS, pursuant to the Notice Plan, a hearing was held on March 27, 2009, at which all interested persons were given an opportunity to be heard;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

The Complaint filed in this action alleges that Defendant improperly failed to pay, in whole or in part, medical expense benefits under CIC’s workers’ compensation policies in Illinois, based on CIC’s receipt of Preferred Provider Organization (“PPO”) discounts.

As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows:

“Settlement Class” means all licensed healthcare providers in Illinois whose reimbursement for medical services relating to the

treatment of an Illinois workers' compensation claimant was reduced by or on behalf of CIC pursuant to a PPO discount from February 15, 1995 through December 10, 2008.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

The Court certifies this Action, for settlement purposes only, as a Class Action, and, in so doing, finds that, for settlement purposes only, the requirements for maintaining a class action have been met - in particular because: (1) the Class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact - i.e., the propriety of CIC's receipt of PPO discounts for medical bills submitted under CIC's workers' compensation policies - common to the Class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the Class; and (4) the named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

Plaintiff and Defendant have entered into the Stipulation which has been filed with the Court. The Stipulation provides for the Settlement of this Action with Defendant on behalf of the Plaintiff and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Stipulation, and directed that Notice of the Proposed Settlement and of this hearing be disseminated in accordance with the terms of the Preliminary Approval Order.

In accordance with the terms of the Stipulation and the Preliminary Approval Order, the parties implemented the Notice Plan approved by the Court. Defendant's counsel and Class Counsel confirmed to the Court, on March 20, 2009, that the parties complied with the Notice Plan.

The Court hereby finds that the Notice Plan constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

Plaintiffs and Defendant have applied to the Court for approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Notice Plan, and upon notice to all parties, a hearing was held before this Court, on March 27, 2009, to determine whether the Proposed Settlement of the Action should be approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend, should be entered.

The Court hereby finds that approval of the Stipulation and the Settlement embodied therein will result in substantial savings in time and money to the Court and the litigants and will further the interests of justice.

The Court hereby finds that the Proposed Settlement is the result of good faith, arm's length negotiations by the parties thereto.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

The Court possesses jurisdiction over the subject matter of this Action, the Plaintiffs, the Settlement Class Members, Defendant, and the Released Persons.

Three (3) members of the Settlement Class have filed Requests for Exclusion. All remaining members of the Settlement Class are therefore bound by this Final Judgment and by the Stipulation and the Settlement embodied therein, including the releases provided for in the Stipulation and this Final Judgment.

All provisions and terms of the Stipulation and Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Plaintiffs, and all provisions and terms of the Stipulation and Settlement are hereby finally approved in all respects.

The parties to the Stipulation are hereby directed to consummate the Stipulation in accordance with its terms.

This Action is dismissed in its entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class shall be forever barred and permanently enjoined from starting, continuing, or participating in, litigating or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts or circumstances in this Action and/or the Released Claims.

As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims and Unknown Claims that the Settlement Class Members may have against the Released Persons.

“Released Claims” means and includes any and all Unknown Claims, known claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, for the acts alleged or which are or could have been alleged by the Named Plaintiff or the Potential Class Members in this Action, including, but not limited to, statutory and non-statutory attorneys’ fees, breach of contract, breach of any covenant of good faith and/or fair dealing, premium overcharges, fraudulent inducement, fraud, misrepresentation, deception, consumer fraud, antitrust, defamation, tortious interference with contract or business

expectations, Racketeer Influenced and Corrupt Organizations Act violations, violations of any consumer protection act, punitive damages, interest, injunctive relief, declaratory judgment, costs, unfair trade practices, unfair insurance practices, unfair competition, deceptive practices, statutory violations, unfair business practices, breach of fiduciary duty, mental or emotional distress and/or bad faith relating in any way whatsoever to PPO discounts taken by or on behalf of CIC on medical payments covered by Illinois workers' compensation policies, including, but not limited to, any claims which were brought or could have been brought or relate in any way whatsoever to the Action.

"Released Persons" means Defendant, and any of its past, present or future officers, stockholders, directors, agents, employees and/or independent contractors, its predecessors and successors in interest and any of Defendant's present or former subsidiaries, divisions, parent companies, affiliates, and/or any other successors, assigns, or legal representatives thereof. Released Persons does not include the PPO administrator(s), network(s), third-party administrators(s) or other entities through which CIC claimed PPO discounts.

"Unknown Claims" means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims, as specifically defined above so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Stipulation and related to PPO discounts from medical bills submitted pursuant to a workers' compensation policy as defined herein.

It is hereby determined that the Notice Plan was the best notice practicable under the circumstances to all members of the Settlement Class, and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of this Settlement has

been provided to members of the Settlement Class, and this Court hereby finds that the notice program described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Illinois Rules of Civil Procedure and all other applicable laws.

After performance of all terms of the Stipulation is completed, any and all documentation (exclusive of documents filed with the Court) provided by Defendant to the Named Plaintiff, Class Counsel, all other counsel of record in the Action for the Named Plaintiff, Class Counsel's experts, or anyone else employed by Class Counsel, and all copies thereof, shall be promptly returned to Defendant, and Class Counsel shall submit an affidavit to Defendant, at the time of the return of the documentation, confirming that any such documentation has been returned or destroyed prior to request for return, and that documents and information obtained through the course of this litigation will not be used in any subsequent action.

Also in furtherance of this confidentiality provision, Class Counsel, all other counsel of record in the Action for the Named Plaintiff, and the Named Plaintiff, shall not make any statements to the media or in any public forum, orally or in writing, about the Action, or this Stipulation, other than statements which are fully consistent with the Class Notice.

The Stipulation, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by Defendant, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendant. The Stipulation and Settlement are not a concession by the parties and, to the extent permitted by law, neither this Final Judgment, nor the Stipulation of Settlement shall be used as evidence of any admission of any fault or omission by Defendant or any other person. Neither this Final Judgment, nor the Stipulation of Settlement, nor the terms and provisions of the Settlement, nor any of the negotiations or proceedings

connected with it, shall be offered or received in evidence in any pending or future civil, criminal or administrative action or proceeding, other than such proceedings which may be necessary to consummate or enforce the Stipulation and the Settlement; however, Defendant may use the Stipulation or the exhibits thereto, and the Settlement, and/or any related document, in any action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion.

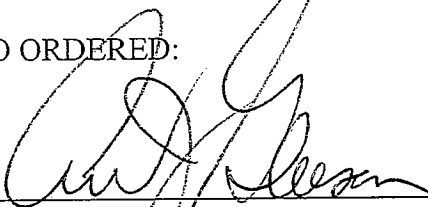
It is hereby ordered that Defendant pay Plaintiff an incentive award of \$7,000 and Class Counsel attorneys' fees and costs in the amount of \$354,740 in accordance with the Settlement.

Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Stipulation and the Settlement;
- B. Hearing and determining any application by any party to the Stipulation for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

SO ORDERED:

DATED: March 27th 2009.



Honorable Andrew Gleeson

