

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
Miami Division

MDL NO.: 1334

IN RE:
MANAGED CARE LITIGATION

THIS DOCUMENT RELATES TO THE FOLLOWING PROVIDER TRACK CASES:

Shane, et al. v. Humana Inc., et al. (Shane I)

Shane, et al. v. Humana Inc., et al., Case No. 04-21589-CIV-MORENO (Shane II)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTIONS WITH HUMANA INC. AND HUMANA HEALTH PLAN, INC., OF SETTLEMENT HEARING TO CONSIDER THE PROPOSED SETTLEMENT AND OF YOUR RIGHTS CONCERNING THE PROPOSED SETTLEMENT

<p>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 JANUARY 1, 1990 AND OCTOBER 19, 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.</p>

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 January 1, 1990, your rights may be affected by a proposed settlement with Humana Inc. and Humana Health Plan, 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”) (collectively the “Actions”), which are pending in the U.S. District Court for the Southern District of Florida (the “Court”). In addition to Humana Inc. and Humana Health Plan, Inc., the settlement and the Actions involve current and former direct and indirect subsidiaries and affiliates of Humana involved in the health care business, including but not limited to the Entities listed in Exhibit 1 attached hereto.

The foregoing listed entities, as well as the entities listed in Exhibit 1 attached hereto, are referred to throughout this notice collectively as “Humana.” The settlement encompasses all of these entities. You may be a member of the Humana settlement class in the Actions if you have submitted claims to any of these Humana entities or to other managed care companies.

The class representatives and certain medical societies have agreed to settle all claims against Humana in the Actions in exchange for Humana’s adoption of a number of commitments and initiatives regarding its business practices, and the establishment of a settlement fund 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 Humana, together with certain other matters, on March 6, 2006, at 2:00 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 HUMANA, AND CERTAIN OTHERS AFFILIATED WITH HUMANA, MAY BE AFFECTED BY THE SETTLEMENT, YOU SHOULD READ THIS NOTICE CAREFULLY.**

WHAT IS THIS LITIGATION ABOUT?

The Actions have been brought on behalf of the Class by the representative plaintiffs, who are practicing or retired physicians from around the United States, 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 HealthCare, Coventry Health Care, Inc., Humana Health Plan, Inc., Humana Inc., Pacificare Health Systems, Inc., Prudential Insurance Company of America, HealthNet, Inc., WellPoint Health Networks, Inc., United Health Care, and United Health Group. 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](#) and [Shane II](#) complaints at:

www.HumanaPhysicianSettlement.com www.WhatleyDrake.com
www.ArchieLamb.com www.milbergweiss.com
www.kttlaw.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 Humana, 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, Humana 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 October 17, 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 Humana and its affiliates and subsidiaries in the Actions in exchange for Humana’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.WhatleyDrake.com, www.ArchieLamb.com, www.milbergweiss.com, www.kttlaw.com and www.HumanaPhysicianSettlement.com.

None of the Defendants in the Actions other than Humana are parties to the Humana 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 Humana 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 within the fifty (50) United States to any Plan Member or any individual enrolled in or covered by a plan offered or administered by any Person named as a defendant in the Complaints or by any of their respective current or former Subsidiaries or Affiliates, in each case from January 1, 1990 through the Preliminary Approval Date.” (October 19, 2005)

The Humana settlement Class is different than the class and subclasses certified by the Court in [Shane I](#) and [Shane II](#). Humana 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 Humana believes affect the class and subclasses as certified by the Court in the [Shane I](#) and [Shane II](#) lawsuits.

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 Humana to members of the Class.

Business Practice Initiatives

As a part of the settlement, Humana has agreed to certain commitments regarding its policies and procedures. For example, Humana 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 Humana'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 Humana to pay valid claims; (f) continue to 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) continue to devote resources to improve accuracy of information about eligibility of plan members; (k) where all necessary information is available to Humana, 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 Humana's compliance with the Settlement Agreement. In addition, Humana 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, Humana has agreed to make a settlement payment of Forty Million Dollars (\$40,000,000.00) 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 Humana since 1990 but who has since retired from the practice or died, or otherwise ceased to practice medicine 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 2003, 2004, and 2005 for providing covered services to health benefit plan members of Humana were in the aggregate zero or less than \$5,000 will receive a single "base amount" (determined pro rata according to the 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 2003, 2004, and 2005 for providing covered services to health benefit plan members of Humana were in aggregate at least \$5,000 but less than \$50,000 will receive a pro rata portion of five (5) 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 2003, 2004, and 2005 for providing covered services to health benefit plan members of Humana were in the aggregate \$50,000 or greater, will receive a pro rata portion of ten (10) 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 his or her settlement compensation category (of the three provided) should be based on aggregate payments received for providing covered services to health benefit plan members of Humana over any consecutive three-year period from January 1, 1996 through December 31, 2005.
- In determining gross receipts, physicians should include amounts paid by Humana directly or by intermediaries for providing covered services to Humana members. For example, a physician may have provided services through an intermediary that contracted with Humana 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 Humana members, physicians should also include amounts they received from such intermediaries for treating Humana 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 and/or the compensation for the covered services provided by such physicians belonged to the Physician Group or Physician Organization. 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:

**Humana Physicians Settlement Administrator
PO Box 4068
Portland, OR 97208-4068
1-866-833-7919**

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 on their behalf to a charitable foundation that is dedicated to promoting high quality healthcare. A list of the charitable foundations that are eligible to receive your donation is attached to the Instructions Regarding the Claim Form for the Humana Settlement Fund.

The Release and Dismissal with Prejudice

Upon final approval, the Actions will be dismissed with prejudice as to Humana. In addition, Humana, and certain others affiliated with Humana, 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.

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 Humana 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 Humana 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, and for certain future claims.

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 March 6, 2006, at 2:00 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 Humana 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 Humana, from asserting certain claims against Humana in the future.

Fourth, the Court will consider the application for a payment by Humana of fees to the representative plaintiffs, 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 Humana, 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 Humana, 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 of the Class will be entitled to object. In order to be permitted to object to the proposed settlement, however, you must, on or before January 18, 2006 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

K. Lee Blalack & Brian D. Boyle
O'Melveny & Myers LLP
1625 Eye Street, N.W.
Washington, D.C. 20006

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 February 17, 2006** to:

Humana Physicians Settlement Administrator
PO Box 4068
Portland, OR 97208-4068
1-866-833-7919

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 FEBRUARY 17, 2006. 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 January 18, 2006**, 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:

Humana Physicians Settlement Administrator
PO Box 4068
Portland, OR 97208-4068
1-866-833-7919

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 JANUARY 18, 2006. 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 Humana, including any payment from the settlement fund and any benefit from the business practice changes. Your claims against Humana 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, Humana has agreed not to oppose such an application in the aggregate amount of up to Eighteen Million Dollars (\$18,000,000.00). If the Court awards plaintiffs' attorneys' fees and expenses in an amount no greater than that amount, Humana 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 seven thousand five hundred dollars (\$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, Humana has agreed not to oppose such an application up to seven thousand five hundred dollars (\$7,500) for each representative plaintiff. If the Court awards representative plaintiffs a fee up to that amount, Humana 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 Humana or the Actions generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites:

www.HumanaPhysicianSettlement.com

www.ArchieLamb.com

www.kttlaw.com

www.WhatleyDrake.com

www.milbergweiss.com

www.hmosettlements.com

By Telephone:

1-866-809-8003

1-866-833-7919

**Law Office of Whatley Drake
Settlement Administrator**

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 HUMANA, YOUR HUMANA PROVIDER RELATIONS REPRESENTATIVE, THE COURT OR THE CLERK'S OFFICE.

I. EXAMINATION OF PAPERS

This notice is a summary and does not describe all details of the proposed settlement with Humana, 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:

www.HumanaPhysicianSettlement.com

www.ArchieLamb.com

www.kttlaw.com

www.WhatleyDrake.com

www.milbergweiss.com

www.hmosettlements.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.

II. 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: November 18, 2005

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

Exhibit 1

Current and Former Direct and Indirect Subsidiaries and Affiliates of
Humana Inc. and Humana Health Plan, Inc.

The proposed settlement with Humana Inc. and Humana Health Plan, 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") (collectively the "Actions"), which are pending in the U.S. District Court for the Southern District of Florida encompasses all of these entities listed below.

You may be a member of the Humana settlement class in the Actions if you have submitted claims to any Humana entities or to other managed care companies, including but not limited to:

Association Employers MGA, Inc. The Barrington Group, Ltd. Bloomingdale Health Management Associates, Inc. Boca Raton Health Management Associates, Inc. Boynton Health Systems, Inc. CAC-Florida Medical Centers, LLC Cana Corporation of Deerfield CareNetwork, Inc. CarePlus Health Plans, Inc. CarePlus Real Estate Holdings, LLC CarePlus Transportation, LLC Carrollwood Health Care Center, Inc. Centerstone Insurance and Financial Services Century Vision Optical, Inc. ChoiceCare Corporation The ChoiceCare Life Insurance Agency, Inc. Commonwealth Management, Inc. Compensation Resources, Inc. CPHP Holdings, Inc. Deerfield Health Systems, Inc. Delray Beach Health Management Associates, Inc. Delray Harbor Medical Center, Inc. The Dental Concern, Inc. The Dental Concern, Ltd. EMPHESYS Administrators, Inc. EMPHESYS Financial Group, Inc. Emphesys, Inc. Emphesys Insurance Company EMPHESYS Sales Corporation EMPHESYS Wisconsin Insurance Company Employers Health Insurance Company Family Health Plan Administrators, Inc. Family Health Plan Insurance Company Federal Medical Systems, Inc. F.I.G. Capital of Hialeah, LLP Health Inclusive Plan of Florida, Inc. Health Management Associates of America, Inc. Health One, Inc. Health Value Management, Inc. - Doing Business As: a. ChoiceCare Network b. National Transplant Network Healthcare E-Commerce Initiative, Inc HMO California HumanaDental Insurance Company Humana Employers Health Plan of Georgia, Inc. Humana GW, Inc. Humana Health Benefit Plan of Louisiana, Inc.	Humana Health Care Plans - Davie, Inc. Humana Health Care Plans - Jacaranda, Inc. Humana Health Care Plans - Palm Springs, Inc. Humana Health Care Plans - Rolling Hills, Inc. Humana Health Care Plans - South Pembroke Pines, Inc. Humana Health Care Plans - West Palm Beach, Inc. Humana Health Direct, Inc. Humana Health Direct Insurance, Inc. Humana Health Insurance Company of Florida, Inc. Humana Health Plan, Inc. - Doing Business As: a. Humana Health Care Plans of Indiana Humana Health Plan Interests, Inc. Humana Health Plan of Ohio, Inc. Humana Health Plan of Texas, Inc. Doing Business As: a. Humana Health Plan of San Antonio Humana Health Plans of Puerto Rico, Inc. Humana HealthChicago Insurance Company Humana HealthChicago, Inc. Humana Inc. - Doing Business As: a. H.A.C. Inc. b. Humana of Delaware, Inc. Humana Innovation Enterprises, Inc. - Doing Business As: a. Health Services Research Center b. Personal Nurse Humana Insurance Company Humana Insurance Company of Kentucky Humana Insurance Company of New York Humana Insurance of Puerto Rico, Inc. Humana Internal Medicine Associates, Inc. Humana Internal Medicine Associates of the Palm Beaches, Inc. Humana Kansas City, Inc. Humana MarketPOINT, Inc. Humana MarketPOINT of Puerto Rico, Inc. Humana Medical Plan, Inc. - Doing Business As: a. Coastal Pediatrics-Daytona b. Coastal Pediatrics-Port Orange c. Coastal Pediatric-Ormond d. Flagler Family Practice e. Florida Dermatology Center f. Humana Family Health Plan g. Internal Medicine of Daytona h. Orange Park Family Health Care i. Suncoast Medical Associates Humana/Med-Pay, Inc.	Humana Military Healthcare Services, Inc. - Doing Business As: a. Humana Military Health Services, Inc. Humana Pharmacy, Inc. - Doing Business As: a. Humana Mail b. The Pharmacy c. PrescriBIT Humana Physician Group Management, Inc. Humana Physician Group of Hillsborough County, Inc. Humana Physician Group of South Florida, Inc. Humana Wisconsin Health Organization Insurance Corporation Humana Workers' Compensation Services, Inc. Humana Workers' Compensation Services of Louisiana, Inc. Humana Workers' Compensation Services of Texas, Inc. Humco, Inc. HUM-e-FL, Inc. Independent Care, Inc. INFOCUS Technology, Inc. Jacobson M.S.O. Texas, Inc. Jacobson M.S.O.-Texas, L.P. Jacobson Medical Group, Inc. Jacobson Medical Group-Orlando, Inc. Jacobson South Florida Hospitalists, Inc. The Jacobson Management Group, Inc. Kramllah Ltd. Lakeside Medical Center Management, Inc. Lantana Health Systems, Inc. Lavernia Enterprises, Inc. Local Health Alliance Administrators, Inc. Lutz Medical Care, Inc. MA of Deerfield, Inc. Managed Care Indemnity, Inc. Medical Associates of Boca Raton, Inc. Medical Associates of West Boca Raton, Inc. Medical Associates of West Palm Beach, Inc. Medical Associates Systems, Inc. Medical Management Associates, Inc. Medical Management Associates of Coconut Creek, Inc. Medical Management Associates of Deerfield, Inc. Medical Management Associates of Lauderdale, Inc. Medical Management Associates of Lauderhill, Inc. Medical Management Associates of Margate, Inc. Medical Management Associates of New Port Richey, Inc.	Medical Management Associates of Pompano, Inc. Medical Management Associates of Riverland, Inc. Medical Management Associates of Tamarac, Inc. Medical Specialty Associates, Inc. Memorial Sisters of Charity HMO, L.L.C. Memorial Sisters of Charity Insurance Company Midtown Health Care Center Management, Inc. Network EPO, Inc. NFM Acquisition Company North Federal Medical Center, Inc. North Federal Medical Center II, Inc. Omega Military Health Services, Inc. Palm Beach Gardens Health Management Associates, Inc. PCA Development Corp. PCA Family Health Plan, Inc. PCA Health Plans of Florida, Inc. PCA Health Plans of Texas, Inc. PCA Homestead, Inc. PCA Life Insurance Company PCA Life Insurance Company of Texas, Inc. PCA Military Programs, Inc. PCA Options, Inc. PCA Property & Casualty Insurance Company PCA Provider Organization, Inc. Pompano Health Systems, Inc. Physician Corporation of America Preferred Provider Organization, Inc. PrescriBIT RX, Inc. Preservation on Main, Inc. QuestCare, Inc. Seffner Health Management Associates, Inc. South Dale Mabry Health Care Center, Inc. Southeast Acquisition Corporation Southeast Health Systems, Inc. Sun City Health Management Associates, Inc. Texas-Emphesys, Inc. Trelles Management, Inc. West Boca Raton Health Management Associates, Inc. Wisconsin Employers Group, Inc.
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Humana Physicians Settlement Administrator
PO Box 4068
Portland OR 97208-4068