

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS, IN CHANCERY

THE PEOPLE OF THE STATE OF
ILLINOIS, by LISA MADIGAN, Attorney
General of Illinois,

Plaintiff,

v.

CHRISTIE CLINIC, P.C.,

Defendant.

No. 07 L 115

The Honorable Richard P. Klaus

FINAL ORDER

WHEREAS, on June 14, 2007, Plaintiff, the People of the State of Illinois ("Illinois"), by Lisa Madigan, Attorney General of Illinois ("IAG"), filed a complaint ("Complaint") in this proceeding ("Case"), asserting that Defendants Carle Clinic Association, P.C. ("CCA"), and Christie Clinic, P.C. ("Christie"), entered into a conspiracy to refuse to provide certain primary health care services to new Medicaid patients in Champaign County, Illinois, in violation of the Illinois Antitrust Act, 740 ILCS 10/1 *et seq.*, and sought civil penalties, injunctive relief, damages, and attorneys' fees and costs.

WHEREAS CCA and Christie each filed Motions to Dismiss the Complaint, which the Court granted on January 17, 2008, dismissing the Complaint without prejudice for reasons stated in open court, and granting Illinois leave to file a first amended complaint within thirty (30) days.

WHEREAS Illinois filed a First Amended Complaint ("FAC") on February 19, 2008, and CCA and Christie each filed Motions to Dismiss the FAC, which the Court granted in part and denied in part on September 3, 2008.

WHEREAS Illinois and Christie (each a "Party" and collectively "Parties") have entered into a settlement agreement ("Settlement Agreement"), a copy of which is attached hereto as Exhibit 1, resolving any and all claims, purported claims, and causes of action arising under any federal or state constitution, statute, regulation, common law, or other law, that the IAG asserted in the Complaint and FAC against Christie, or that the IAG or Illinois could have asserted against Christie with respect to or arising out of the facts and inferences alleged in the Complaint and FAC related to an alleged unlawful agreement or conspiracy in connection with services under the Illinois Medicaid Program, which shall not be deemed to include any claim, right, or remedy of Illinois or the IAG for incorrect or improper claims submitted by Christie for Medicaid reimbursement ("Settled Claims").

WHEREAS the Parties have consented to entry of this Final Order ("Order"), for dismissal with prejudice of the FAC and all Settled Claims without further proceedings thereon, and without this Order constituting any evidence against or an admission by any Party of any fact or matter with respect thereto, except as provided below.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Parties each have filed appearances in this Case, and consent to jurisdiction and venue in this Court solely for purposes of this Case.
2. By stipulating and consenting to entry of this Order, Christie shall not be deemed to admit any fact, matter, or claim alleged in the Complaint and FAC, or any wrongdoing, fault, or liability with respect to any of the Settled Claims.
3. The Court hereby finds and determines, given the Order of the Court dated September 3, 2008, that the Settlement Agreement is fair, reasonable, and entered into in good faith by the Parties within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01 *et seq.*, so as to bar any and all claims for contribution against Christie and its

predecessors or successors in interest with respect to any of the Settled Claims.

4. The Court approves the payments in Section V of the Settlement Agreement by Christie to: Francis Nelson Health Center for use by FNHC to provide primary health care services to low-income adults or children residing in Champaign County, Illinois; the Champaign Urbana Public Health District for dental supplies for use in the CUPHD Dental Varnish Program, the expenditure of which CUPHD will report to the IAG in a format they agree upon; and the IAG for one or more of the following purposes, in the sole discretion of the IAG: (i) as reimbursement for costs and attorneys' fees incurred by the IAG in the Case and pre-filing investigation with respect thereto; (ii) to pay the cost of other antitrust or consumer protection enforcement activities; (iii) for deposit into an Illinois antitrust or consumer protection account (e.g., a revolving account or trust account), for use in accordance with Illinois law; and/or (iv) for deposit into a fund exclusively to assist the IAG to defray the cost of experts and consultants in antitrust investigations and litigation instituted by the IAG.

5. The Parties hereby waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order.

6. The Complaint and FAC are dismissed with prejudice, and Illinois is barred from further prosecution of any and all Settled Claims against or with respect to Christie.

7. Without affecting the finality of this Order, the Court shall retain jurisdiction over the Parties and this Case to enforce the Settlement Agreement, including without limitation compliance with the provisions thereof on the number of Medical Homes for Christie, and Wards and Disabled Children served by Christie, as provided in Sections IV.A and IV.D, the reporting provisions in Sections IV.A and IV.E, the payment provisions in Section V, and any discovery with respect thereto.

Dated: _____, 2009

The Hon. Richard Klaus