

## SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of April \_\_\_, 2009, is made and entered into by and between the State of Illinois ("Illinois"), by and through Lisa Madigan, Attorney General of Illinois ("IAG"), and Christie Clinic, P.C. ("Christie") (each a "Party" and collectively the "Parties"), with respect to the subject matter of the Complaint filed on June 14, 2007 ("Complaint"), and the First Amended Complaint filed on February 19, 2008 ("FAC"), in the Circuit Court of the Sixth Judicial District, Champaign County, Illinois ("Court"), in the case captioned The People of the State of Illinois, *ex rel.* Lisa Madigan, Attorney General of Illinois v. Carle Clinic Association, P.C., and Christie Clinic, P.C., Case No. 07 L 115 ("Case"), and the IAG's pre-filing investigation in connection therewith, and upon and subject to the terms and conditions set forth below and as authorized by Illinois law.

### I. Background

A. The IAG alleged in the Complaint that Carle Clinic Association, P.C. ("CCA") and Christie entered into a conspiracy to refuse to provide certain primary health care services to new Medicaid patients in Champaign County, Illinois, in order to force Illinois to increase Medicaid reimbursement rates for such services and pay such reimbursement more quickly, in violation of the Illinois Antitrust Act, 740 ILCS 10/1 *et seq.*, and sought injunctive relief, civil penalties, damages, and attorneys' fees and costs. CCA and Christie filed motions to dismiss the Complaint, asserting various grounds for dismissal, and the Parties and CCA filed memoranda with respect thereto.

B. On January 17, 2008, the Court dismissed the Complaint without prejudice and granted Illinois leave to file an amended complaint.

C. On February 19, 2008, the IAG filed the FAC. CCA and Christie filed motions to dismiss the FAC, asserting various grounds for dismissal, and the Parties and CCA filed

memoranda with respect thereto. On September 3, 2008, the Court dismissed the IAG's claims as *parens patriae* on behalf of Medicaid-eligible patients, and denied the motions in all other respects.

D. The Case was later dismissed as to CCA as part of a separate settlement agreement. The Parties herein have determined it to be in their respective best interests to resolve this dispute as to Christie and enter into this Settlement Agreement, *inter alia*, to avoid the costs and burden associated with further proceedings in the Case, to finally and fully compromise, settle, release, and/or covenant not to sue as to all Settled Claims, and to dismiss the Case as to Christie on the merits with prejudice, upon and subject to the following terms and conditions and as authorized by Illinois law.

## II. Definitions

As used in this Settlement Agreement, the following terms shall have the meanings specified below:

A. "Case" means the legal action captioned *The People of the State of Illinois ex rel. Lisa Madigan, Attorney General of Illinois v. Carle Clinic Association, P.C., and Christie Clinic, P.C., No. 07 L 115*, filed in the Sixth Judicial Circuit in Champaign County, Illinois, on June 14, 2007.

B. "Complaint" means the complaint filed in the Case by Illinois against CCA and Christie on June 14, 2007.

C. "Court" means the Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois, which has jurisdiction over the Case.

D. "Effective Date" means thirty (30) days after the date on which the Court enters the Order, or such later date on which the Order becomes final and non-appealable.

E. "First Amended Complaint" and "FAC" mean the First Amended Complaint filed in the Case by Illinois against CCA and Christie on February 19, 2008.

F. "FNHC" means Frances Nelson Health Center, a federally qualified health center with a clinic site in Champaign, Illinois.

G. "HFS" means the Illinois Department of Healthcare and Family Services, and any successor department of Illinois that is responsible for administration of the IHC Program.

H. "IHC Handbook" means the Primary Care Provider Handbook, a copy of which is attached hereto as Exhibit B, and which is posted on the IHC Program website, at [http://www.illinoishealthconnect.com/files/downloads/IHC\\_PCP\\_Handbook.pdf](http://www.illinoishealthconnect.com/files/downloads/IHC_PCP_Handbook.pdf), as of the date of execution of this Settlement Agreement.

I. "IHC Patient" means any Medicaid Patient who is eligible for and enrolled in the IHC Program and resides in Champaign County, Illinois.

J. "IHC Program" means the Illinois Health Connect Primary Care Case Management Program described in the IHC Handbook, and any successor program with substantially the same primary care case management service requirements and Medicaid Reimbursement Amounts for same, as established and administered by HFS for certain Medicaid Patients in accordance with rules, regulations, requirements, and restrictions adopted by HFS and in effect as of the Effective Date as referenced in Section IV.C hereof.

K. "Illinois Medicaid Program" means the joint federal-state government program for health care services to needy, low-income persons, administered at the federal level by the United States Centers for Medicare and Medicaid Services ("CMS"), and in Illinois by HFS as the designated Medicaid single state agency, under the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.*, the Illinois Children's Health Insurance Program, 215 ILCS 106/1 *et seq.*, Titles XIX and

XXI of the federal Social Security Act, and regulations and rules adopted thereunder by CMS and HFS.

L. "Medicaid Patient" means any person who is eligible for and enrolled in the Illinois Medicaid Program.

M. "Medicaid Reimbursement Amounts" means Medicaid reimbursement amounts for procedure codes in effect as of the date of execution of this Agreement as stated above for all Christie services and products provided to Medicaid Patients, including amounts specified in the following materials: (i) the Medicaid Reimbursement Schedule for Physicians posted on the HFS website as of the date of this Settlement Agreement as stated above, at [www.hfs.illinois.gov/feeschedule/](http://www.hfs.illinois.gov/feeschedule/); (ii) the IHC FAQ excerpts attached hereto as Exhibit C (pp. 3-4), for care management fees paid under the IHC Program for primary care case management services listed therein; and (iii) the IHC Handbook (p. 21) and Exhibit D hereto, for Enhanced Maternal and Child Health Care Rates listed therein.

N. "Medical Homes" means primary care case management slots available for individual IHC Patients to designate and use in accordance with the IHC Handbook and other rules, regulations, requirements, and restrictions adopted by HFS for the IHC Program and in effect as of the Effective Date, as referenced in Section IV.C hereof.

O. "Order" means the Final Order to be entered by the Court in the Case, substantially in the form of Exhibit A attached hereto.

P. "Party" and "Parties" mean, individually and collectively, Illinois and Christie.

Q. "Primary Care Provider" means Christie primary care providers of the types permitted to serve as primary care providers in the IHC Program, as specified in the IHC Handbook (p. 8) or in effect for Christie as of the Effective Date, including physicians, medical

residents, nurse practitioners, advanced practice nurses, and physician assistants in the Christie Family Medicine, Adult Medicine, Geriatrics, and Pediatrics clinical departments.

R. "Prompt Payment Requirements" means the timetable specified in Exhibit C hereto for Illinois and HFS to process and pay Christie claims for Medicaid reimbursement, as follows: (i) within sixty (60) days following receipt by HFS for all clean claims submitted by Christie for services to adults, (ii) within thirty (30) days following receipt by HFS for all clean claims submitted by Christie for services to children aged 18 and under, and (iii) weekly payments for claims for both adults and children.

S. "Settled Claims" means 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 arising out of the facts and inferences alleged in the Complaint and FAC related to the alleged unlawful agreement or conspiracy to limit 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, if any, submitted by Christie for Medicaid reimbursement.

T. "Settlement Agreement" means this Settlement Agreement, Exhibits A through F referenced herein and attached hereto, and the Medicaid Reimbursement Schedule for Physicians referenced in Section II.M hereof, and posted on the HFS website as of the date of this Settlement Agreement, at [www.hfs.illinois.gov/feeschedule/](http://www.hfs.illinois.gov/feeschedule/).

U. "Term" means the term of the Settlement Agreement, which shall commence on the Effective Date of this Agreement and shall expire on April 30, 2012.

### **III. No Admission of Liability**

A. This Settlement Agreement is entered into for the purposes of settling and finally resolving the Settled Claims, and to avoid the costs and burden of further proceedings in the Case or otherwise with respect thereto. Christie denies that it engaged in a conspiracy to restrain trade as alleged in the Complaint and FAC, or that it is liable in any way with respect to any and all Settled Claims. No provision in this Settlement Agreement nor any communication or statement with respect thereto is intended or shall be construed as an admission by Christie of any fact or matter asserted in the Complaint or FAC, or of any wrongdoing, fault, or liability with respect to any and all Settled Claims.

B. No provision of this Settlement Agreement shall be deemed to release, waive, or discharge (i) any claim, right, or remedy of Christie to receive payment of Medicaid reimbursement or interest thereon for services rendered at any time, (ii) any claim, right, or remedy of Illinois or the IAG for incorrect or improper claims, if any, submitted by Christie for Medicaid reimbursement, or (iii) any claim, right, or remedy of Illinois or the IAG against CCA.

### **IV. IHC Program Participation**

A. Christie agrees, for each of the years 2009 through April 30, 2012, that Christie Primary Care Providers in Illinois, will provide: (i) the aggregate number of Medical Homes stated in Exhibit E and the primary care case management services described in the IHC Handbook for IHC Patients who use same; (ii) primary health care services to Medicaid Patients who are children aged 18 and under, are wards of Illinois, are not eligible to enroll in or receive services under the IHC Program, and are referred to Christie by HFS, during such time as such children remain wards of Illinois and are placed in a foster home residence in Champaign County, Illinois ("Wards"), until Christie is providing or has provided such services to the

number of Wards stated in Exhibit E during a given calendar year; and (iii) primary care services to other Medicaid Patients who are children aged 18 and under, have physical disabilities but not mental disabilities, are not eligible to enroll in or receive services under the IHC Program, and are referred to Christie by HFS ("Disabled Children"), until Christie is providing or has provided such services to the number of Disabled Children stated in Exhibit E during a given calendar year; provided, however, that Christie may decline to accept and/or refuse to provide services to IHC Patients, Wards, and Disabled Children in accordance with Christie's Discontinuation of the Patient/Provider Relationship ("DPPR") policy and the provision on waiver of DPPR designation as referenced in Section IV.C., except that, the first time Christie invokes Section 3.1.3.2 of its DPPR policy (patient/provider incompatibility) in regard to a patient, it must offer the patient an alternative Christie provider; provided further that Christie may decline to accept and/or refuse to provide services to IHC Patients, Wards, and Disabled Children for other reasons permitted under the rules, regulations, requirements, and restrictions that HFS has adopted and are in effect as of the Effective Date; provided further, that Christie retains the discretion to decline patients for services that, in Christie's reasonable judgment after consultation with HFS, Christie lacks the expertise or capability to provide the requisite care; provided further, that HFS shall identify to Christie on at least a quarterly basis those Christie patients classified by HFS as Wards or Disabled Children; and provided further, that if the aggregate number of Medical Homes provided by Christie Primary Care Providers in Illinois, is below the applicable aggregate number stated above due to normal factors, including resignation, termination, relocation, and changes in available capacity of particular Christie Primary Care Providers, Christie shall be deemed in compliance with this Section IV.A so long as excess capacity exists at that time for any IHC Patients to designate a Christie Primary Care Provider in Illinois. Any IHC Patients,

Wards or Disabled Children for whom services are ultimately discontinued pursuant to Section 3.1.3.2 of Christie's DPPR policy (patient/provider incompatibility) shall not count against the service commitments set forth in this Agreement.

B. Christie's agreement and obligations under Sections IV.A, IV.D, and V.A hereof are subject to (i) payment in full to Christie of all Medicaid reimbursement due to Christie at least in the amount of the Medicaid Reimbursement Amounts, and (ii) prompt payment of same in accordance with the Prompt Payment Requirements, and Christie's obligations under Sections IV.A, IV.D, and V.A may be suspended at Christie's sole option upon notice to the IAG at least seven (7) days prior to the effective date of such suspension, if Christie does not receive payment of Medicaid reimbursement in accordance therewith, and shall remain suspended until such time as Illinois and HFS are in compliance therewith; provided further, Christie agrees not to suspend services hereunder due to noncompliance with the Prompt Payment Requirements unless the aggregate dollar amount of claims to which such noncompliance applies exceeds ten percent (10%) of the aggregate Medicaid reimbursement due to Christie at that time, and claims that comprise such dollar amount remain unpaid for at least thirty (30) days beyond the dates that payment is due under the Prompt Payment Requirements for claims submitted during the Term, and at least sixty (60) days beyond such dates for claims submitted prior to the Term.

C. The services of Christie Primary Care Providers referenced in Sections IV.A and IV.D hereof shall be subject to applicable HFS rules, regulations, requirements, and restrictions in effect on the Effective Date, including those in the IHC Handbook, and no provision of this Settlement Agreement shall be deemed to establish any separate or additional requirements or enforcement procedures with respect thereto, provided that Christie may decline to accept and/or refuse to provide service to IHC Patients, Wards, and Disabled Children based on the application



of Christie's DPPR Policy that apply generally to Christie patients, subject to the limitation in Section IV.A hereof, or other reasons permitted under applicable HFS rules, regulations, requirements, and restrictions but Christie agrees to waive DPPR Policy designation in effect on the Effective Date for IHC Patients who designate a Christie Medical Home during the Term of this Agreement unless the DPPR designation is due in whole or in part to reasons other than non-payment for self-pay primary care service from March 2003 to September 2007 unless Christie determines that the IHC Patient was not Medicaid-eligible or did not reside in Champaign County at the time of such service; and provided further that the number of Christie Medical Homes that are not in current use and are closed to new IHC Patients of particular Christie Primary Care Providers shall not exceed 100.

D. Christie may reduce the number of Christie Medical Homes, and the number of Wards and Disabled Children for whom it provides services as stated in Section IV.A hereof, to an extent that Christie proves is proportional to the financial or operational impact on Christie if Christie experiences a change in circumstances, including without limitation those described below, that Christie proves has or threatens to have a material adverse effect on Christie's ability to provide such services due to a decline in Christie's overall financial performance, insufficient staff of Primary Care Providers, an increase in Christie's cost of service, an increase in Christie Medicaid percentage of visits or charges, or an increase in utilization of Christie Medical Homes and/or services for Wards and Disabled Children: (i) HFS changes or supplements any applicable rules, regulations, requirements, or restrictions in effect on the Effective Date for the IHC Program or services to Wards and Disabled Children; (ii) a provider listed in Sections 6(a) or 6(c) of Exhibit E hereto reduces by ten percent (10%) or more from the levels stated therein for the number of Medical Homes and/or primary care services for Wards and Disabled Children

for its Primary Care Providers in Champaign County, Illinois; (iii) some or all providers listed in Section 6(b) of Exhibit E hereto have a reduction following the date of execution of this Agreement of three hundred (300) or more in the aggregate number of IHC Patients who are using Medical Homes for its or their Primary Care Providers in Champaign County, Illinois; (iv) Christie reduces by ten percent (10%) or more the number of particular types of Christie Primary Care Providers in Christie owned and operated clinics in Illinois; (v) Christie experiences a loss of ten percent (10%) or more of particular types of Primary Care Providers who provide Christie Medical Homes in Illinois, and is unable, through Christie's normal recruiting efforts and compensations terms, to hire replacements for same in Illinois; and/or (vi) Christie experiences a change in the volume of services or amount of reimbursement for services to patients other than Medicaid Patients. Christie shall give notice to the IAG at least thirty (30) days prior to any such change, stating the reason for the change, the adjusted number of Medical Homes and/or services to Wards and Disabled Children for Christie Primary Care Providers in Illinois, Christie's Medicaid percentage of visits and charges prior to the change, the time period during which the change will apply, and any circumstances under which the change may be rescinded or modified. The procedures in Section IV.F hereof shall apply to any dispute between the Parties with respect to a change by Christie hereunder.

E. Upon the written request of the IAG, but no more frequently than quarterly, Christie shall provide notice to the IAG with copies of Christie documents and/or HFS reports and data that are sufficient to show compliance by Christie with the aggregate number of Medical Homes and services to Wards and Disabled Children under Sections IV.A and IV.D hereof, and the number of Christie Medical Homes which are not in current use and closed to new IHC Patients under Section IV.C hereof. Christie's reporting obligation in respect to Wards

and Disabled Children is contingent upon HFS' timely compliance with its reporting obligations in Section IV.A. Upon the written request of Christie, but no more frequently than quarterly, the IAG shall provide notice to Christie with copies of HFS reports and data that the IAG receives from Illinois and HFS that are sufficient to show whether Illinois and HFS are in compliance with the terms of Section IV.B hereof; provided, however, the IAG has no obligation hereunder to obtain reports and data that HFS does not provide voluntarily upon request by the IAG. In accordance with Exhibit F hereto, HFS will submit to Christie and the IAG at least semi-annually a statement of the aggregate number of Medical Homes in effect for each provider's Primary Care Providers in Champaign County, Illinois, the aggregate number of Medical Homes that are not in current use, the aggregate number of Medical Homes that are not in current use and closed to new IHC Patients of particular Primary Care Providers, and the aggregate number of Wards and Disabled Children for whom other providers have provided service during the preceding semi-annual period.

F. If any dispute arises with respect to compliance with Sections IV.A through IV.C hereof, or a change by Christie under Section IV.D hereof, a Party shall give notice of such dispute to the other Party with such records, reports, or other information on which such dispute is based. Upon receipt of such notice, each Party shall provide such documents and data on the matter in dispute as the other Party may reasonably request, and representatives of the Parties, and of HFS if each Party and HFS consents, shall meet and confer in a good faith effort to resolve the dispute. If, after meeting and conferring, the Parties are unable to resolve the dispute, either Party may present the matter to the Court for resolution.

G. Except as expressly stated in Sections IV.A through IV.F hereof, Christie may make its own determinations on the types and amounts of primary care physician services to

offer or provide to Medicaid Patients in Illinois, and will not reduce the number of Medicaid Patients seen pursuant to any agreement with CCA.

**V. Payment**

A. Subject to the Order becoming final and non-appealable, Christie shall make four contributions to FNHC in the amount of **\$30,000.00** each, the first within thirty (30) days after the Effective Date, and each of the other payments by October 1 of calendar years 2009 through 2011, for use by FNHC to provide primary health care services to low-income adults or children residing in Champaign County, Illinois. Christie, at its sole option and in lieu of the aforementioned annual payments, may make a one-time payment to FNHC in the amount of **\$108,000.00**, within (30) days after the Effective Date, for use by FNHC as stated above.

B. Subject to the Order becoming final and non-appealable, Christie shall make four annual contributions to the Champaign Urbana Public Health District ("CUPHD") in the amount of **\$8,500.00** each, the first within thirty (30) days after the Effective Date, and each of the other payments by October 1 of calendar years 2009 through 2011, to defray direct costs of medical supplies and health care provider services for patients in the CUPHD Vision Program and/or the CUPHD Dental Varnish Program. Christie, at its sole option and in lieu of the aforementioned annual payments, may make a one-time payment to CUPHD in the total amount of **\$30,600.00**, on or before thirty (30) days after the Effective Date, for use by CUPHD as stated above.

C. Subject to the Order becoming final and non-appealable, Christie shall make a payment to the IAG in the sum of **\$76,000.00**, within thirty (30) days after the Effective Date, for use in the sole discretion of the IAG for one or more of the following: (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.

D. Christie represents and warrants that the undertaking to make payments in accordance with Sections V.A through V.C hereof does not render Christie insolvent as of the Effective Date.

## **VI. Order**

A. Each Party consents to and agrees to jointly request that the Court enter the Order in substantially the same form as Exhibit A hereto, and hereby waives and covenants not to file any appeal from entry of the Order. The Parties agree that a condition precedent to this Settlement Agreement is that the Court enter the Order, and that the Order become final and non-appealable.

## **VII. Release and Covenant Not to Sue**

A. Effective upon the Effective Date and subject to the limitation in Section III.B hereof, Illinois hereby releases and forever discharges and covenants not to sue Christie and each and all of its present and former shareholders, officers, directors, employees, agents, representatives, controlled subsidiaries, successors, and permitted assigns, from any and all liability with respect to each and all Settled Claims, except that, for Settled Claims that the IAG asserted as *parens patriae* for Medicaid-eligible patients and the Court dismissed pursuant to the order dated September 3, 2008, the IAG covenants not to sue Christie and each and all of its present and former shareholders, officers, directors, employees, agents, representatives, controlled subsidiaries, successors, and permitted assigns, in each case to the fullest extent

permitted by currently applicable law or any future law, whether common law, statute, or otherwise, for any Settled Claims.

### **VIII. Notice**

A. Each and every notice or other writing required or permitted under this Settlement Agreement shall be delivered by first class mail to each Party at the following addresses:

For Christie:

Chief Executive Officer  
Christie Clinic, P.C.  
101 West University Avenue  
Champaign, IL 61820  
Phone: (217) 366-5201  
Facsimile: (217) 355-1145

For Illinois:

Antitrust Bureau  
Office of the Illinois Attorney General  
100 West Randolph Street  
Chicago, IL 60601  
Phone: (312) 814-1004  
Facsimile: (312) 814-4209

B. During the Term of the Settlement Agreement: (i) each Party shall provide each other Party with notice within seven (7) days following any change in its principal address; and (ii) Christie shall provide the IAG with notice within seven (7) days following any change in its corporate name, and/or any merger, dissolution, or sale of all or substantially all of its assets.

### **IX. Miscellaneous Provisions**

A. Each Party agrees to cooperate as reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and hereby waives and covenants not to seek to appeal or modify the Order or its terms, or take any action, directly or indirectly, which might prevent or delay entry of the Order or result in vacatur or reversal.

B. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Case and the Settled Claims. The Parties agree that the amount of the Payments pursuant to Section V hereof and the other terms of this Settlement Agreement were negotiated in good faith by the Parties and reflect a settlement that each Party reached voluntarily after full investigation, consultation with experienced legal counsel, and arm's-length negotiations.

C. [Intentionally Blank] .

D. This Settlement Agreement shall be filed with the Court with the Order. On or before the Effective Date, and in accordance with written assurance by HFS in Exhibit F hereto, Christie shall issue a press release and public statement on this Settlement Agreement and entry of the Order as follows: "Christie will continue participation in the Illinois Health Connect Program at least through April 30, 2012 by certain Christie Primary Care Providers in Champaign County, Illinois, and the surrounding area, in accordance with IHC Program rules, regulations, and eligibility requirements now in effect, and Christie presently is continuing to accept eligible new IHC Patients in Champaign County and the surrounding area who designate a Christie Primary Care Provider under the IHC Program." Each Party reserves its right to make such other public statements that each Party determines to be appropriate and are consistent with and do not misstate the terms of this Settlement Agreement, including without limitation to rebut any contention made in any public forum by another Party or any non-party that the Case was brought or defended in bad faith or without reasonable basis, or that Christie has or has admitted any liability, fault, or wrongdoing with respect to the Case and Settled Claims.

E. Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the terms hereof is or may be deemed to be an admission or

evidence of, or may be used in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal as (i) the truth of any fact or matter alleged in the Complaint or FAC, or the validity of any or all Settled Claims, and/or (ii) any wrongdoing, fault, omission, or liability with respect thereto of Christie or any other person or entity referenced in Section VII hereof. Christie and the persons and entities listed in Section VII hereof may file this Settlement Agreement and/or the Order in any action that may be brought against any one or more of them 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 or similar defense or counterclaim.

F. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of each Party, its successor in interest, or permitted assigns.

G. This Settlement Agreement constitutes the entire agreement among the Parties with respect to settlement and release of the Settled Claims, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement. Except as expressly provided herein, each Party shall bear the Party's own attorneys' fees, costs, and expenses with respect to the Case, the investigation of the matters and claims in the Complaint and FAC, and the negotiation and consummation of this Settlement Agreement.

H. Each counsel or other person executing this Settlement Agreement on behalf of a Party hereby warrants that such person has the authority to do so for and on behalf of such Party.

I. Within thirty (30) days following the Effective Date, the IAG shall return to Christie all documents and records obtained from Christie in the course of the pre-filing



investigation with respect to the Case that the IAG is not required to retain under applicable law. With respect to such documents and records that the IAG is required to retain under applicable law, the IAG shall take such actions to preserve the confidentiality of same under exemptions from public disclosure as are authorized by applicable provisions of the Illinois Antitrust Act, 740 ILCS 10/1 *et seq.*, and in the event of any request by others for disclosure of same under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or other similar laws, the IAG shall provide prompt notice to Christie and opportunity for Christie to object to any request or plan for public disclosure of same.

J. This Settlement Agreement may be executed in one or more counterparts, each of which is a separate instrument but all of which together shall be deemed to be one and the same instrument.

K. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and each Party submits to the continued jurisdiction of the Court for such purposes. Except as provided in Section IV.B hereof, if a Party claims that another Party is in default of any obligation under this Settlement Agreement, such Party may seek and obtain a ruling from the Court in accordance with Section IV.F hereof to achieve compliance therewith as its sole remedy with respect thereto, including an award by the Court of attorneys' fees, costs, and expenses incurred by a prevailing Party with respect thereto; provided, however, no such claim or Court order to achieve such compliance shall affect the dismissal or release of the Settled Claims as provided hereunder and in the Order, or any other obligations of a Party under this Settlement Agreement.

L. This Settlement Agreement and any related documents shall be subject to, governed by, and construed, interpreted, and enforced pursuant to the laws of the State of Illinois, without giving effect to any choice-of-law or conflict-of-law principles thereof.

M. This Settlement Agreement shall expire and terminate on the last day of the Term, except that the provisions of Sections III.A, III.B, VII.A, IX.C, IX.E, and IX.I hereof shall survive expiration or termination of this Settlement Agreement.

N. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and permitted assigns. The Parties expressly disclaim any intention to create rights under this Settlement Agreement which may be enforced by any other person that is not a Party hereto under any circumstances.

Dated: April 27, 2009

CHRISTIE CLINIC, P.C.

By: R. Alan Gleghorn

R. Alan Gleghorn  
Chief Executive Officer  
Christie Clinic, P.C.  
101 West University Avenue  
Champaign, IL 61820

THE STATE OF ILLINOIS,

LISA MADIGAN, Attorney General

By: Blake L. Harrop

Blake L. Harrop  
Senior Assistant Attorney General  
Antitrust Bureau  
Office of the Illinois Attorney General  
100 W. Randolph Street  
Chicago, IL 60601