

RETURN DATE: MARCH 25, 2008

STATE OF CONNECTICUT	:	SUPERIOR COURT
<i>Plaintiff,</i>	:	
	:	
v.	:	HARTFORD JUDICIAL DISTRICT
	:	AT HARTFORD
	:	
CONNECTICUT CHIROPRACTIC	:	
ASSOCIATION, INC.;	:	
CONNECTICUT CHIROPRACTIC	:	
COUNCIL, INC.; and	:	
ROBERT L. HIRTLE, JR.	:	
<i>Defendants.</i>	:	MARCH 5,2008

**STIPULATED JUDGMENT AND RELEASE AS
TO THE DEFENDANT ROBERT L. HIRTLE, JR.**

The Office of the Attorney General (“OAG”) and Robert L. Hirtle, Jr. (“Hirtle”) hereby stipulate, agree and enter into the following Stipulated Judgment and Release (the “Judgment”) as follows:

Section A: Preamble

1. Pursuant to Conn. Gen. Stat. § 35-32, Richard Blumenthal, Attorney General of the State of Connecticut, conducted an antitrust investigation into allegations that Connecticut Chiropractic Association, Inc. (“CCA”) and Connecticut Chiropractic Council, Inc. (“CCC”) members conspired among themselves and conspired with others, including Hirtle, an individual in Hartford, Connecticut who is a practicing attorney, to restrain competition by, among other things, encouraging, facilitating, entering into, and implementing agreements, express or implied, among CCA and CCC members and

others to fix or increase the prices paid for chiropractic services, and to boycott third-party payers to obtain higher reimbursement for chiropractic services (hereinafter, the “OAG’s Investigation”).

2. As a result of the OAG’s Investigation, the OAG has reason to believe that Hirtle violated the Connecticut Antitrust Act, Conn. Gen. Stat. §35-24, *et seq.* Specifically, the OAG has reason to believe that Hirtle, acting in concert with co-conspirators CCA and CCC and their members, restrained competition by, among other things, encouraging, facilitating, entering into, and implementing agreements, express or implied, among CCA and CCC and their members to coordinate a group boycott of American Specialty Health (“ASH”), in order to obtain higher reimbursement for chiropractic services.

3. For the purposes of this Judgment, the following definitions shall apply:

a. “Connecticut Chiropractic Association, Inc.” or the “CCA” means the Connecticut Chiropractic Association, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups, and affiliates, controlled by the CCA, and the respective directors, officers, employees, agents and representatives, successors, and assigns of each. This definition expressly excludes the CCA’s members.

b. “Connecticut Chiropractic Council, Inc.” or “CCC” means the Connecticut Chiropractic Council, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups, and affiliates, controlled by the CCC, and the respective directors, officers, employees, agents and representatives, successors, and assigns of each. This definition expressly excludes the CCC’s members.

c. Robert L. Hirtle, Jr. was the CCA’s legal counsel at all times relevant herein. His principal address is 185 Asylum Street, Hartford, CT 06103.

d. “Chiropractor” means a person licensed to engage in that branch of the healing arts as defined in Conn. Gen. Stat. § 20-24.

e. “Panel” means the list or group of providers that have entered into a participation agreement with the payer to deliver health care services to enrollees of the health service, benefit plan, or payer.

f. “Participation agreement” means any agreement between a payer and a provider in which the payer agrees to pay the provider for the provision of health care services, and in which the provider agrees to accept payment from the payer for the provision of health care services.

g. “Payer” means any person that purchases, reimburses for, or otherwise pays for all or part of any health care services, including, but not limited to, chiropractic services, for itself or for any other person. “Payer” includes, but is not limited to, any health insurance company; preferred provider organization; prepaid hospital, medical, or other health service plan; health maintenance organization; government health benefits program; employer or other person providing or administering self-insured health benefits programs; and patients who purchase health care for themselves.

h. “Person” means both natural persons and artificial persons, including, but not limited to, corporations, unincorporated entities, partnerships, and governments.

i. “Preferred provider network” is an entity that pays claims for the delivery of health care services, accepts financial risk for the delivery of health care services and establishes, operates or maintains an arrangement or contract with providers relating to (1) the health care services rendered by the providers, and (2) the amounts to be paid to the providers for such services. A preferred provider network is not a managed care network.

j. “Provider” means any person including, but not limited to, chiropractors, physicians, and hospitals, that supplies health care services to any other person.

k. “Reimbursement” means any payment, whether cash or non-cash, or other benefit received for the provision of chiropractic goods and services.

Section B: Investigation

1. Based upon the OAG's Investigation including a thorough review of the documents provided by the parties, the OAG has filed a complaint against co-conspirators CCA, CCC, and Hirtle, in which allegations of violations of the antitrust law uncovered through the OAG's Investigation are set forth, (hereinafter "the Complaint"). The Complaint is attached as Appendix A hereto.

2. Hirtle denies the OAG's allegations, including those made in the Complaint and those made in the Stipulated Judgment and Release.

3. The OAG finds the relief and agreements contained in this Judgment appropriate and in the public interest. The OAG is willing to accept the Judgment in lieu of prosecuting a civil action.

4. This Judgment is entered into solely for the purpose of resolving the OAG's Investigation. Hirtle is entering into this Judgment without trial or adjudication of any issue of fact or law. No part of this Judgment shall constitute evidence against Hirtle with respect to any issue of law or fact. No part of this Judgment shall be treated or construed as an admission of liability or wrongdoing by Hirtle.

Section C: Terms and Conditions

NOW THEREFORE, for and in consideration of the representations in the Preamble set forth above, Section A, supra, and the mutual promises, covenants and obligations set forth below, and for the good and valuable consideration as stated

herein, the receipt and sufficiency of which is hereby acknowledged, the OAG and Hirtle agree as follows:

The Settlement Payment

1. Hirtle agrees to pay the State of Connecticut the total sum of Seventeen Thousand Five Hundred Dollars (\$17,500) as a civil penalty in full and final settlement of all allegations and potential claims related to the OAG’s Investigation (the “Settlement Amount”). Hirtle shall make payment of the Settlement Amount by certified check or bank teller check made payable to “Treasurer of the State of Connecticut” and delivered to Michael Cole, Chief, Antitrust Department, Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Hirtle shall make his payment no later than five (5) business days from the Effective Date of this Judgment.

Hirtle’s Assurances

2. Hirtle commits that he shall not engage or attempt to engage in violations of Conn. Gen. Stat. §§ 35-24 *et seq.* (the Connecticut Antitrust Act). Specifically Hirtle commits that, directly or indirectly, he shall forthwith cease and desist from:

a. Entering into, adhering to, participating in, maintaining, organizing, implementing, enforcing, or otherwise facilitating any illegal combination, conspiracy, agreement, or understanding between or among any competing chiropractors to deal, refuse to deal, or threaten to refuse to deal with any payer, regarding any term,

condition, or requirement upon which any chiropractor deals, or is willing to deal, with any payer, including, but not limited to, price terms;

b. Illegally exchanging or illegally facilitating in any manner the exchange or transfer of information among chiropractors concerning any chiropractor's willingness to deal with a payer, or the terms or conditions, including price terms, on which the chiropractor is willing to deal with a payer;

c. Continuing a formal or informal meeting of chiropractors after any person makes any statement concerning one or more chiropractors' intentions or decisions, that if agreed to would violate this Judgment, unless such person is immediately ejected from the meeting;

d. Attempting to engage in any action prohibited this Judgment; and

e. Encouraging, suggesting, advising, pressuring, inducing, or attempting to induce any person to engage in any action that would be prohibited by this Judgment.

PROVIDED, HOWEVER, that Hirtle is not prohibited from any agreement or conduct that solely involves individual health care providers; providers in the same group practice; lawful joint ventures; mergers, acquisitions or their equivalents; or any lawful trade association activity.

The OAG's Release of Hirtle

3. Subject to Hirtle complying with all the obligations set forth in this Judgment, the OAG does hereby fully and finally release Hirtle from any civil claim, action, suit or proceeding the OAG has asserted for the antitrust violations alleged in the Complaint filed by OAG, which is attached hereto as Appendix A. The payment of the civil penalty required by this Judgment fully discharges Hirtle from any obligation to pay restitution, additional civil penalties, and costs and expenses of litigation, including attorneys' fees, to the State of Connecticut pursuant to the antitrust violations alleged in the Complaint attached hereto as Appendix A.

Notice to Parties

4. Unless otherwise stated in writing subsequent to the Effective Date of this Judgment, all notifications and communications made pursuant to this Judgment shall be submitted to the persons listed below:

a. For the OAG:

Michael Cole, Assistant Attorney General
Chief, Antitrust Department
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
(860) 808-5040
fax (860) 808-5033
Michael.Cole@po.state.ct.us

b. For Hirtle:

Robert M. Langer, Esq.
Wiggin & Dana
One City Place
185 Asylum Street
Hartford, CT 06103-3402
(860) 297-3724
fax (860) 525-9380
RLanger@wiggin.com

Cooperation with the OAG

5. Consistent with his obligations as counsel for the CCA, Hirtle shall fully and promptly cooperate with the OAG with regard to the OAG's Investigations, and related proceedings and actions, of any other person, corporation or entity.

6. Cooperation with the OAG's Investigation shall include without limitation, the following:

a. Hirtle shall accept service of subpoena(s) and shall produce pursuant thereto any information and all documents or tangible evidence reasonably requested by the OAG and any compilation or summaries of information or data that the OAG reasonably requests be prepared;

b. Consistent with his obligations as counsel for the CCA, Hirtle shall attend any proceedings at which his presence is reasonably requested by the OAG ("proceedings" include but are not limited to any meetings, interviews, depositions, hearings, trial or other proceedings);

c. Hirtle shall fully, fairly and truthfully disclose all information and produce all records and other evidence in its possession relevant to all inquiries reasonably made by the OAG concerning the OAG's Investigation;

d. In the event any document is withheld or redacted on grounds of privilege, a written statement shall be submitted to the OAG by Hirtle indicating:

- (i) The type of document;
- (ii) The date of the document;
- (iii) The author and recipient of the document;
- (iv) The general subject matter of the document;
- (v) The reason for withholding the document; and
- (vi) The number of pages of the document, with their Bates numbers or range of Bates numbers.

Miscellaneous Provisions

7. This Judgment shall be governed by the laws of the State of Connecticut.

8. Nothing in this Judgment shall be construed to create a waiver of the State of Connecticut's sovereign immunity.

9. The exclusive forum for resolving any disputes under this Judgment shall be the Superior Court of the State of Connecticut, Judicial District of Hartford.

10. This Judgment constitutes the complete Agreement between the OAG and Hirtle and may not be amended except by a writing signed by the OAG and Hirtle.

11. The bold-faced paragraph captions in this Judgment are for convenience only and do not add to, detract from or change the substantive language or terms of this Judgment.

12. Hirtle is signing this Judgment as an individual on his own behalf. The undersigned individual signing this Judgment on behalf of the OAG represents that he is signing this Judgment in his official capacity and that he is duly authorized to execute this Judgment.

13. The OAG and Hirtle agree that should any nonmaterial portion or portions of this Judgment be found to be void, unenforceable or otherwise invalid by any court of competent jurisdiction after the exhaustion of all rights to appeal, the entire Judgment shall not be nullified and such invalid portion or portions shall be severed from the remainder of the Judgment as if they had never been entered into and the remainder of the Judgment shall be enforced.

14. This Judgment may be executed in counterparts, each of which shall constitute an original and all of which shall be deemed to constitute one and the same agreement.

15. The Effective Date of this Judgment shall be the date upon which all of the Parties below have executed this Judgment.

16. The terms of this Judgment shall terminate on March 5, 2028.

IN WITNESS WHEREOF, the OAG and Hirtle set their hands on the dates set forth below:

The Office of the Attorney General

RICHARD BLUMENTHAL
Attorney General
State of Connecticut

By

_____ Date: _____
Michael E. Cole, Assistant Attorney General
Chief, Antitrust Department
Office of the Attorney General

ROBERT L. HIRTLE, JR.

By

_____ Date: _____
Robert L. Hirtle, Jr.