

**IN THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS**

If You are a CorVel Preferred Provider that Treated an Illinois, South Dakota, or Wisconsin Workers' Compensation Patient and General Casualty Company of Wisconsin or General Casualty Company of Illinois Reduced Your Bill By Taking a PPO Discount, You May Be a Class Member. Please Read This Notice Carefully, As It Affects Your Legal Rights.

*The Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois, authorized this notice.
This is not a solicitation from a lawyer.*

- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION	
DO NOTHING	If you satisfy the class definition in paragraph 4 and do nothing, you will automatically be included in the Class. This means you are bound by the Court's orders in the case (whether the Class wins or loses) and give up your right to file your own lawsuit against General Casualty Company of Wisconsin or General Casualty Company of Illinois concerning the claims in this case.
EXCLUDE YOURSELF	If you exclude yourself, you will no longer be a Member in the Class. This means if the Class wins or settles, you will not be eligible for benefits or relief. It also means that Class Counsel will not be representing you and there are statutes of limitations that may bar your individual claims. You must request exclusion no later than, August 28, 2009 .

- 1. THE LITIGATION:** The lawsuit (Dale Fischer, D.C. d/b/a Lebanon Chiropractic. v. General Casualty Company of Wisconsin and General Casualty Company of Illinois, No. 05-L-113, Circuit Court, Twentieth Judicial Circuit, St. Clair County, Illinois), was filed on February 16, 2005, and concerns PPO discounts taken by General Casualty Company of Wisconsin ("GCW") and General Casualty Company of Illinois ("GCI") on Class Members' bills involving the treatment of Illinois, South Dakota, and Wisconsin workers' compensation patients.

The lawsuit alleges that Defendants GCW and GCI wrongfully reduced payments to CorVel preferred providers by taking PPO discounts without performing the associated obligation of "preferring" the CorVel preferred providers. According to the lawsuit, providers offer discounted rates for their services in exchange for there to be financial incentives for patients to seek treatment from preferred providers. The use of financial incentives to motivate patients to use preferred providers is known as "channeling," "referring," or "steerage."

The lawsuit alleges that GCW or GCI, CorVel PPO payors, had a duty to steer patients (specifically, Illinois, South Dakota, and Wisconsin workers' compensation claimants) to preferred providers through the use of financial incentives in order to take PPO discounts. The lawsuit alleges that there were no financial incentives for workers' compensation patients to select a CorVel preferred provider for treatment. Accordingly, Plaintiff and the Class seek damages in an amount of the allegedly improper PPO discounts plus interest.

2. **DEFENDANTS' POSITION:** GCW and GCI have denied and continue to deny all charges of wrongdoing or liability arising out of the allegations and claims asserted in the lawsuit. GCW and GCI assert that they have acted at all times in accordance with their rights and obligations under the law and any governing contracts.
3. **PURPOSE OF THIS NOTICE:** This notice is designed to inform members of the class defined below of the pendency of this litigation, the certification of the class and to describe class members' rights and options.
4. **CLASS:** On November 13, 2007, the Court certified a class (hereinafter, the "Class") consisting of: **All licensed healthcare providers in Illinois, South Dakota, and Wisconsin who: (a) submitted a bill to General Casualty Company of Illinois and/or General Casualty Company of Wisconsin from February 16, 1995 through November 13, 2007 for medical services covered by a workers' compensation policy; and (b) received or were tendered payment in an amount less than the submitted bill based on a PPO discount.**

The Class excludes persons whose bill was found fraudulent by Defendants' special investigative unit, and any entity in which Defendants have a controlling interest, including officers and directors and the members of their immediate families. The Class also excludes members of the Illinois judiciary.

To represent the Class, the Court has appointed Dale Fischer d/b/a Lebanon Chiropractic, P.C., the named plaintiff in this lawsuit, as the class representative and has appointed the following attorneys to serve as Class Counsel: LakinChapman, LLC, 300 Evans Avenue, P.O. Box 229, Wood River, Illinois 62095-0229 (Lead Class Counsel); and Campbell & McGrady, 3017 Godfrey Road, P.O. Box 505, Godfrey, Illinois 62035 (Class Counsel). You may contact Lead Class Counsel at (618) 254-1127 or ppo.classaction@lakinchapman.com.

5. **YOUR OPTIONS:** If you qualify as a member of the Class, you have the following options.
 - (a) **REMAIN A CLASS MEMBER:** If you want to remain a member in the Class, you do not have to do anything. As a class member, you will be bound by the Court's orders and the judgment in the case (whether the Class wins or loses) and give up your right to file your own lawsuit against GCW or GCI concerning the claims in this case. You will be represented by the Class Representative and Class Counsel identified in paragraph 4 above.

- (b) **REQUEST TO BE EXCLUDED:** If you do not want to stay in the Class, then you must send a written notice of your request to exclude yourself from the Class, so that it is received no later than, **August 28, 2009**, to General Casualty PPO Class Action, P.O. Box 2221, Faribault, MN 55021-1621. Your exclusion request must include (i) your full name, address, and telephone number; (ii) a statement that you request exclusion from the Class in the *General Casualty PPO Class Action*, No. 05-L-113; and (iii) your signature. If you validly and timely request exclusion from the Class, (1) you will be excluded from the Class; (2) you will not be bound by the Court's orders or the judgment in the case; (3) you will **not** be eligible for benefits or relief if the Class wins or settles; and (4) Class Counsel will not be representing you and there are statutes of limitations that may bar your individual claims.

6. **EXAMINATION OF PAPERS FILED IN THE CASE:** This Notice is a summary and does not describe all details of the lawsuit. For full details of the matters discussed in this Notice, you may contact Lead Class Counsel at (618) 254-1127 or ppo.classaction@lakinchapman.com. Copies of all pleadings and papers filed in the lawsuit are also available for inspection and copying during regular business hours at the Office of the Clerk of the Circuit Court, Twentieth Judicial Circuit, St. Clair County, Illinois, located at the St. Clair County Courthouse, Circuit Clerk, #10 Public Square, Belleville, Illinois 62220-1623.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

DATED: July 29, 2009

BY ORDER OF THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

GENERAL CASUALTY PPO CLASS ACTION
P.O. BOX 2221
FARIBAULT MN 55021-1621

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