

THIRTEENTH JUDICIAL DISTRICT COURT FOR THE PARISH OF EVANGELINE

STATE OF LOUISIANA

NUMBER: 72711

DIVISION: A

GLORIA VALLARE, INDIVIDUALLY AND ON BEHALF OF
ALL OTHER SIMILARLY SITUATED

VERSUS

VILLE PLATTE MEDICAL CENTER, L.L.C. AND LOUISIANA HEALTH SERVICE AND
INDEMNITY COMPANY D/B/A BLUE CROSS AND BLUE SHIELD OF LOUISIANA

FILED: _____

DEPUTY CLERK

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into pursuant to Louisiana Code of Civil Procedure Article 591(B)(4) and contains the terms of settlement of all claims by and among:

Gloria Vallare ("Plaintiff"), individually and on behalf of the Class (as defined herein), appearing herein through counsel, J. Lee Hoffoss, Jr., Lawrence J. Centola, III, and Derrick Earles;

and

Ville Platte Medical Center, L.L.C. ("VPMC"), appearing herein through their counsel, Robert I. Baudouin;

And

Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana ("BCBSLA"), appearing herein through counsel, Charles O'Brien and Allison Pham;

(sometimes referred to collectively as the "Parties").

The Parties, by and through their counsel, enter into the following Settlement Agreement, providing for settlement of all claims herein described, pursuant to the terms and conditions set forth below. It is a condition to the Settlement (as defined herein) that the Settlement be approved by the 13th Judicial District Court for the Parish of Evangeline (the "Court").

RECITALS

WHEREAS:

A. Named Plaintiffs filed a putative class action entitled, *Gloria Vallare, Individually and on behalf of all others similarly situated vs. Ville Platte Medical Center, L.L.C. and Louisiana Health Service and Indemnity Company D/B/A Blue Cross and Blue Shield of Louisiana*, No. 72711, Div. "A," 13th Judicial District Court, Parish of Evangeline (the "Action").

B. Plaintiff asserted that VPMC violated Louisiana law by seeking payment from Class Members for medical expenses incurred at hospitals and in emergency departments owned by VPMC by filing liens against tortfeasors and/or third-party liability insurers and/or by failing to charge medical expenses to health insurers;

C. Plaintiff asserted that BCBSLA was liable to the Class Members for promising that in the event Plaintiffs and the Class Members sought treatment at VPMC, VPMC would accept the contracted reimbursement rate and that VPMC would not seek payment from Plaintiff or the Class Members amounts to be paid by BCBSLA;

D. VPMC maintains that it fully complied with Louisiana law, that it followed common and accepted professional billing and charging practices, that it sought to recover medical expenses from the proper payors, and that it has not otherwise violated the law;

E. BCBSLA maintains that they performed their obligations pursuant to the contracts and agreements at issue herein;

F. The Parties to this Settlement Agreement conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Action, have litigated the matter for more than six (6) years, and have argued and briefed motions and exceptions, some to the Louisiana Supreme Court;

G. Ultimately, the Parties initiated formal settlement discussions and attempted to resolve their dispute amicably. The negotiations occurred over a lengthy period of time and included numerous informal discussions as well as a formal mediation.

H. VPMC and BCBSLA deny any wrongdoing whatsoever, and this Settlement Agreement shall in no event be construed or deemed to be evidence of an admission or concession on the part of VPMC or BCBSLA with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the VPMC and BCBSLA have asserted or would assert.

I. The Parties to this Settlement Agreement recognize that the Action has been filed by the Named Plaintiff and Class Representative and defended by VPMC and BCBSLA in good faith, that the Action is being voluntarily settled upon advice of counsel, and that the terms of the Settlement are fair, reasonable, and adequate. This Settlement Agreement shall not be construed or deemed to be a concession by Named Plaintiffs or any Class Member of any infirmity in the claims asserted in the Action or any other action.

J. Named Plaintiffs and their counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Named Plaintiffs and the Class, and are in their best interests, and Named Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement, after considering (a) the substantial benefits that the members of the Class will receive from settlement of the Action, (b) the uncertain outcome and attendant risks and costs of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the Settlement of this litigation to be consummated as provided by the terms of this Settlement Agreement.

TERMS OF SETTLEMENT

Without any admission or concession on the part of Named Plaintiffs of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by VPMC or BCBSLA, it is hereby stipulated and agreed, by and between the Parties to this Settlement Agreement, through their respective counsel, subject to approval of the Court, in consideration and for the cause of the benefits flowing to the Parties hereto from the Settlement herein set forth, that all settled claims, as against the Released Persons (as defined herein) shall be settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

I.

DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the defined meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. "Action" means the above-captioned lawsuit entitled *Gloria Vallare, Individually and on behalf of all others similarly situated vs. Ville Platte Medical Center, L.L.C. and Louisiana Health Service and Indemnity Company D/B/A Blue Cross and Blue Shield of Louisiana*, No. 72711, Div. "A," 13th Judicial District Court, Parish of Evangeline.

B. "Administrative Expenses" means the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing notice to the Class, locating Class Members, determining the eligibility of any person to be a Class Member, obtaining information regarding each Class Member, and administering, calculating, and distributing the Net Settlement Fund. Administrative Expenses also include all

reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Settlement Agreement.

C. "Attorneys' Fees and Expenses" means the amounts approved by the Court for payment to Class Counsel (as defined *infra* at Part XI), including attorneys' fees, costs, litigation expenses, fees and expenses of experts, as well as any interest earned on monies allocable to such attorneys' fees, costs, and expenses.

D. "Class" means, for the purposes of this Settlement only, all persons who received "covered health care services" as defined by La. R.S. 22:1872(8) provided by VPMC and from whom VPMC attempted to recover any amount in excess of the "Contracted Reimbursement Rate" as defined by La. R.S. 22:1872(7); and/or from whom VPMC attempted to collect a "health insurance issuer liability" as defined by La. R.S. 22:1872; and as further defined as all persons included in Subclass 1 and Subclass 2 as defined below.

E. "Claims Administrator" means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to administer the Settlement, including implementing the Notice. Plaintiffs' Counsel recommends that the Court appoint Allen Mitchell and James Blanco as Claims Administrators.

F. "Class Counsel" and/or "Counsel for Plaintiffs" means J. Lee Hoffoss, Jr., Lawrence J. Centola, III, and Derrick Earles.

G. "Class Members" means all persons who are members of the Class except those persons who timely and validly request exclusion from this Settlement (i.e. "opt out") after receiving Notice as defined below.

H. "Class Period" means January 1, 2004 through the date this Settlement Agreement becomes final.

I. "Class Settlement Fund Account" shall mean and refer to the bank account (including all subaccounts thereof) to be established and administered in accordance with the Settlement Agreement.

J. "Class Settlement Fund Account Agent" shall mean and refer to the bank holding the Class Settlement Fund in the Class Settlement Fund Account to be appointed by the Court, after consideration and recommendations of Plaintiffs' Counsel and Defendants. J.P. Morgan Chase & Company shall be proposed for use as the Class Settlement Fund Account Agent.

K. "Court" means the 13th Judicial District Court, Parish of Evangeline.

L. "Court Appointed Disbursing Agent" or "CADA" means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to disburse settlement funds as approved by the Court. The Parties agree to recommend that the Court appoint Stulb & Associates, ACCPA as the "Court Appointed Disbursing Agent" or "CADA".

M. "Defense Counsel" means Robert I. Baudouin of the law firm Blue Williams, L.L.P. for VPMC L.L.C. and Charles A. O'Brien and Allison N. Pham for BCBSLA.

N. "Effective Date" means the date ten business days after the date on which the Settlement and Final Judgment have become "Final" in that all of the following conditions have been satisfied: (1) following the Fairness Hearing, a Final Judgment approving the settlement in its entirety has been entered, dismissing with prejudice the action against VPMC and BCBSLA; and (2)(a) if an appeal is not sought from the Final Judgment, the expiration of the time for the filing of any appeal; (2)(b) if an appeal is sought from the Final Judgment, the date on which approval of this Settlement Agreement and the Final Judgment has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

O. "Episode" shall mean and refer to and include every event, circumstance, and/or situation upon which allegations in the Action have been made or could have been made against any one or more of the Released Persons for overpayment, penalties, recovery of damages, or any other relief or remedy, including but not limited to claims arising from tort, contract, payment of a thing not due, alleged violations of the La. R.S. 22.1871, *et seq.*, or claims for injunctive relief, arising out of, related to, or in any way connected to alleged improper billing and collection activities by VPMC during the Class Period.

P. "Fairness Hearing" means the final hearing scheduled by the Court, after proper Notice to determine whether to approve this Settlement Agreement.

Q. "Final Judgment" means the signed judgment approving this Settlement that is materially the same as the document attached as Exhibit A, which is incorporated by reference.

R. "Gross Settlement Fund" means (1) the Settlement Amount; and, (2) any interest on or other income or gains earned while such amount is held by the Class Settlement Fund Account Agent.

S. "Named Plaintiff" means Gloria Vallare.

T. "Net Settlement Fund" means the remaining funds which exist after all

Administrative Expenses, Attorneys' Fees and Expenses, and any other costs related to the Settlement have been deducted from the Gross Settlement Fund.

U. "Notice" means the Court-approved form of notice of this Settlement Agreement to the Class substantially in the form of Exhibit B attached and incorporated by reference.

V. "Notice Plan" means the plan, described in Part V below, for disseminating Notice to the Settlement Class.

W. "VPMC" means and refers to, individually and collectively: Ville Platte Medical Center, Acadian Medical Center, Mercy Regional Medical Center, and Eunice Community Medical Center and any and all parent or subsidiary entities, affiliated entities (including as that term is defined in 15 U.S.C. 80a-2), brother or sister entities, predecessors in interest, and successors in the interest, and all of their past, present, or future employees, officers, shareholders, owners, partners, members, joint venturers, assigns, directors, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, and employers of any and all medical facilities, medical centers, surgery centers, hospitals, clinics, and urgent care facilities owned, operated, managed, joint ventured and/or leased by any of the entities referenced above; and any other person, firm, partnership, joint venture, corporation, limited liability company, or entity not heretofore named as a defendant or third-party defendant in the Action who could have been made a party in the Action and/or who could be liable relating to the Released Claims.

X. "BCBSLA" means and refers to, individually and collectively and any and all parent or subsidiary entities, affiliated entities (including as that term is defined in 15 U.S.C. 80a-2), brother or sister entities, predecessors in interest, and successors in the interest, and all of their past, present, or future employees, officers, shareholders, owners, partners, members, joint venturers, assigns, directors, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, and employers; and any other person, firm, partnership, joint venture, corporation, limited liability company, or entity not heretofore named as a defendant or third-party defendant in the Action who could have been made a party in the Action and/or who could be liable relating to the Released Claims.

Y. "Parties" means Plaintiffs and VPMC and BCBSLA.

Z. "Plaintiffs" means the Named Plaintiffs and all members of the Sub-Classes.

AA. "Plan of Allocation" means the plan or formula of allocation of the settlement

fund prepared by the Special Masters whereby the Net Settlement Fund shall be distributed to the Class Members. VPMC and BCBSLA and Related Persons shall have no responsibility for, and no liability with respect to, the Plan of Allocation or any distributions made pursuant thereto.

BB. "Preliminary Approval Order" means the order of the Court granting preliminary approval of this Settlement Agreement authorizing the Notice and setting a date for the Fairness Hearing that is materially the same as the document attached as Exhibit C, which is incorporated by reference.

CC. "Released Claims" shall mean and refer to any and all damage claims of whatever nature related to the Action or the Episode (including, without limitation, all judgments and/or liabilities of any nature arising therefrom) against any of the Released Persons that the Class and/or any member of the Class and/or any person and/or entity entitled to assert any such claim on behalf of any of them, and/or any person and/or entity who or which derives or obtains any right or claim from or through any of them (*e.g.*, subrogation claims by workers' compensation insurers, Medicare, employers, and/or health care insurers and/or providers) has, or may have, regardless of whether the claimed injuries and/or damages are not yet known or manifest or whether such claim is known or unknown, filed or unfiled, asserted or not asserted in the Action, and regardless of the legal theory involved, including, but not limited to, claims within the Class Period:

- (1) for injury, loss or damage or any element of damages related to the Episode, including, without limitation, claims for all known and unknown present and future injuries and/or damages including but not limited to both pecuniary and non pecuniary damages
- (2) for attorneys' fees, costs, or expenses incurred in connection with any action related to the Episode;
- (3) for any type of punitive or exemplary damages, known or unknown, under any federal and/or state statute, rule, regulation, judicial decision or legal doctrine, previously existing, current or unknown, whether enumerated or not, related to the Episode;
- (4) under any body of law whatsoever, including, but not limited to, statutory or case law, whether federal, state, or local, related to the Episode;
- (5) under any legal theory whatsoever, whether for negligence, tort, contract,

payment of a thing not due, the Balance Billing Act (La. R.S. 22:1871, et seq.), the Medical Lien Statute (La. R.S. 9:4751, et seq.), the La. Unfair Trade Practices Act (La. R.S. 51:1401, et seq.), strict liability, absolute liability, liability for punitive/exemplary damages, liability for any wanton or reckless conduct, liability for intentional or deliberate acts, liability that is derivative or vicarious arising out of the conduct or fault of others for which any of the Released Persons may be legally responsible, liability for abuse of right, or any liability legally asserted or assertable under any other federal, state, or local statute, directive, or regulation related to the Episode;

- (6) for any right legally assertable by any person and/or entity now or in the future, whether the claim is personal to such person and/or entity, derivative of the claim of any other person and/or entity, or as an assignee, successor, executor, survivor, beneficiary, heir, or representative of any person and/or entity to the extent related to the Episode;
- (7) whether the injuries and/or damages are past, present, or future, whether known or unknown, foreseen or unforeseen, contingent, nascent, mature, to otherwise, arising at law, in equity, or otherwise related to the Episode;
- (8) for conspiracy or concert of action related to the Episode;
- (9) for statutory damages under any state or federal law related to the Episode;
- (10) for injunctive and/or declaratory relief related to the Episode;
- (11) for any other act or failure to act in violation of any law, statute, regulation, rule, or insurance code provisions which are now pending or which could have been asserted by any plaintiff and/or putative Class Member against any natural or juridical person which could be liable to any plaintiff and/or putative Class Member for damages and/or injuries related to the Episode;
- (12) for liens, assigned claims, subrogation interests or claims, or other encumbrances of any third parties related to the Episode, including, but not limited to, federal, state, or other health care providers, insurance carriers, Medicare, health maintenance organizations, employers, or

attorneys or associated counsel, notwithstanding whether such claims have been timely and properly asserted or whether the parties have notice of said claims as of the Effective Date; and

- (13) for any and all claims, demands, actions, rights of action, liabilities, liens, and causes of action, regardless of the legal theory, whether known or unknown, which were asserted or could have been asserted by the Class Members in the Action against any one or more of the Released Persons related to the Episode.

DD. "Released Persons" means VPMC and BCBSLA and any and all of the past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, assigns, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, partners, divisions, partnerships, joint ventures, independent contractors, servants, parents, subsidiaries, affiliates, related entities, predecessors, successors, including, but not limited to successors by merger, and/or assigns and any other person or entity, who has, had, or could have legal responsibility or liability relating to the Released Claims within the Class Period.

EE. "Settlement" means the settlement of the Action contemplated by this Settlement Agreement.

FF. "Settlement Agreement" means this Settlement Agreement and the exhibits attached and incorporated into the Settlement Agreement for reference.

GG. "Settlement Amount" means (1) \$1,500,000.00 that VPMC shall pay into the Class Settlement Fund Account pursuant to the terms of this Settlement Agreement, which shall constitute the full, total and final sum paid by VPMC in connection with this Settlement Agreement, with the exception of VPMC's own attorneys' fees, costs and expenses, (2) \$5,650.00 that BCBSLA previously paid to the mediator in this matter, and (3) \$4,350.00 that BCBSLA shall pay into the Class Settlement Fund Account pursuant to the terms of this Settlement Agreement, which shall constitute the full, total and final sum paid by BCBSLA in connection with this Settlement Agreement, with the exception of BCBSLA's own attorneys' fees, costs and expenses. The Parties agree that a sufficient amount of the Settlement Amount shall be set aside for Administrative Expenses, as will be further specified by the Special Masters and CADA in its preliminary plan of allocation, all as a benefit to the Class, or if funds remain to

otherwise benefit the Class, shall be paid into an account as directed by the Court through the Special Master.

HH. "Settlement Fund Account" shall mean and refer to the total amount of settlement funds deposited in the Class Settlement Fund Account under this Settlement Agreement, together with all interest earned or accrued thereon, and less (a) the costs, expenses, charges, and other amounts, specified in this Settlement Agreement and (b) the reserves, if any, established in furtherance of this Settlement Agreement.

II. "Settling Parties" includes Plaintiffs, VPMC, and BCBSLA.

JJ. "Special Masters" means Allen Mitchell and James Blanco, approved by the Court as provided in paragraph IV(A).

KK. "Subclass 1" shall mean those persons who are members of the "Attempt to Recover" subclass." A subclass of persons who received covered health care services, and who had health insurance coverage, and from whom VPMC attempted to recover any amount in excess of the "contracted reimbursement rate" from January 1, 2004 through the date of this Final Settlement Agreement.

LL. "Subclass 2" shall mean those persons who are members of the "Payor" subclass. A subclass of persons who received covered health care services, and who had health insurance coverage, and/or who paid VPMC in any manner including but not limited to liability insurance proceeds and/or from proceeds of a settlement or judgment, an amount in excess of the "contracted reimbursement rate" either directly and/or through their attorneys and/or through a liability insurance carrier and/or any third party from January 1, 2004 through the date of this Final Settlement Agreement.

II.

REQUIRED EVENTS

Promptly after the execution of this Settlement Agreement by all of the undersigned:

A. Class Counsel and VPMC and BCBSLA shall notify the Court that a settlement has been reached.

B. Class Counsel and VPMC and BCBSLA shall take all necessary steps to obtain approval of the Settlement Agreement and having done so, shall take all necessary steps consistent with this Settlement Agreement to obtain judicial approval of the Settlement and the dismissal with prejudice of the Action.

C. Class Counsel shall submit the Settlement Agreement to the Court for preliminary approval and shall move this Court to:

1. Preliminarily approve the terms of this Settlement Agreement as sufficiently fair and reasonable to warrant sending notice to the Settlement Class preliminarily certified for settlement purposes;

2. Determine or approve the Notice to be given to the Class Members advising them of the Settlement and of the Fairness Hearing and finding that the Notice Plan: is reasonable and the best practicable notice under the circumstances; is reasonably calculated to apprise Class Members of the pendency of the Action and of their right to object to the Proposed Settlement; constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and meets the requirements of Louisiana law and requirements of due process under the Louisiana and United States Constitutions;

3. Rule that any Class Member who did not submit a timely, written request for exclusion in accordance with the Notice will be bound by all proceedings, orders, and judgments in the Action;

4. Require that each Class Member who has objections to the proposed settlement file an objection with the Court with service on Class Counsel and Defense Counsel postmarked not more than twenty-one (21) days after notice is mailed;

5. Approve the Claims Administrator and the Special Masters;

6. Direct the Special Masters to:

a. devise a plan for establishing appropriate reserves to be deducted from the settlement funds in order to establish the amount available from the settlement funds for distribution to Class Members;

b. establish appropriate criteria for evaluation of claims of Class Members;

c. review and evaluate claims of Class Members;

d. establish proposed allocations for each Class Member in accordance with these criteria and evaluations;

e. prepare the allocation plan for pro rata distribution of the proposed allocations;

f. submit to the Court a report on the above, along with

recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date;

g. engage such staff, deputies, and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and individual allocation and distribution of Class Counsel fees; and

h. perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein, and assist the Court as the Court may direct.

7. Schedule a Fairness Hearing to review objections to this Settlement and to consider the fairness, reasonableness, and adequacy of this Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment approving this Settlement Agreement.

D. Class Counsel, VPMC and BCBSLA will cooperate to undertake all reasonable actions in order to accomplish the above. In the event that the Court fails to grant a Preliminary Approval Order or fails to issue a Final Judgment, Class Counsel, VPMC and BCBSLA agree to use all reasonable efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court.

III.

SETTLEMENT TERMS

A. Retention of Jurisdiction.

Following the Effective Date, the Court shall retain jurisdiction over the Parties to this Settlement Agreement solely for purposes of addressing settlement administration matters and the enforcement of the terms of the Settlement Agreement.

B. Settlement Cause and Consideration.

1. In consideration and cause for the release and discharge provided herein, VPMC and BCBSLA shall pay the Settlement Amount into the Class Settlement Fund Account, with credit for amounts paid by BCBSLA identified in Section II(FF)(2) above. VPMC and BCBSLA will not be required to pay any additional sums of any type whatsoever in connection with this Settlement, other than responsibility for their own attorneys' fees, costs and expenses.

2. The Settlement Amount shall be paid as follows:
 - a. Five (5) business days after the Effective Date, the entire Settlement Amount shall be deposited into the Class Settlement Fund Account. All funds held by the Class Settlement Fund Account Agent shall be deemed to be in the custody of the Court until such time as the funds shall be distributed to Class Members or otherwise disbursed pursuant to this Settlement Agreement and/or further order of the Court.
 - b. The Class, not VPMC or BCBSLA, will be responsible for the costs as well as expenses associated with the settlement, administration, settlement approval, class action settlement and/or notice expert, Court Appointed Disbursing Agent (the CADA), and the Special Masters.

C. Settlement Fund Investment and Taxes

1. The Gross Settlement Fund shall be used to pay all disbursements related to the Settlement, including: (a) the Notice expenses, (b) Administrative Expenses; (c) the Attorneys' Fee and Expense award; (d) any named plaintiff's case contribution; (e) the Special Master expenses; (f) Settlement Fund Account fees; and (g) the Net Settlement Fund. No distributions shall be made from the Net Settlement Fund except in compliance with this Settlement Agreement.

2. The Court Appointed Disbursing Agent ("CADA") shall have the authority to do what the business depository certificate states, such as the following:

- a. Open or close one or more accounts with the Class Settlement Fund Account Agent at any time, subject to the its deposit account agreement;

- b. Sign all agreements or other documents relating to any depository accounts. These agreements and other documents include but are not limited to funds transfer agreements, agreements for automated clearinghouse services, agreements for online services, and safe deposit agreements.

- c. Certify to the Class Settlement Fund Account Agent the name, title, specimen signature and facsimile signature of any additional Authorized Person, or to instruct the Class Settlement Fund Account

Agent to remove any Authorized Person; and

d. Deposit/invest funds in a repo sweep account or similar account to be determined by the Claims Administrator/CADA.

3. The Parties agree that the Gross Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1, and that the Class Settlement Fund Account Agent as administrator of the Gross Cash Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible, with the assistance of the Claims Administrator and/or Special Masters, for filing tax returns and any other tax reporting for or in respect of the Gross Settlement Fund and paying from the Gross Settlement Fund any Taxes owed with respect to the Gross Settlement Fund.

4. The Parties agree that the Gross Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible and agree to any relation-back election required to treat the Gross Settlement Fund as a Qualified Settlement Fund from the earliest date possible.

5. All Taxes owed by the Fund shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Claims Administrator without prior Order of the Court. The Gross Settlement Fund or the Claims Administrator shall, to the extent required by law, be obligated to withhold from any distributions to Class Members any funds necessary to pay Taxes including the establishment of adequate reserves for Taxes owed by the fund as well as any amount that may be required to be withheld under Treasury Reg. 1.468B-(1)(2) or otherwise under applicable law in respect of such distributions.

6. Released Persons and their respective counsel have made no representation or warranty with respect to the tax treatment by any Named Plaintiff or Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the settlement fund.

7. Each Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of payment from the Net Settlement Fund. No Released Person shall have any liability to any Class Member or other person if a taxing authority determines that taxes are owed on such payment to such Class Member.

8. Released Persons and their respective counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Class Settlement Fund Account Agent, the Special Masters, the CADA, or the Claims Administrator, or any of their respective designees or Deposit Holders, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Gross Settlement Fund; (iii) the plan of allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Gross Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Gross Settlement Fund; or (vi) the payment or withholding of any taxes, expenses and/or costs incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns.

9. The Class Settlement Fund Account Agent shall be released from any and all liability and shall be held harmless for any of its actions taken when done so upon its receipt of instructions from the Special Masters and/or the Claims Administrator/CADA.

IV.

SPECIAL MASTER AND PLAN OF ALLOCATION

A. Class Counsel propose Allen Mitchell and James Blanco to be the Special Masters. VPMC and BCBSLA agree to this appointment. Within thirty (30) days of Preliminary Approval Order being signed, the Special Masters shall:

1. Devise a plan for establishing appropriate reserves to be deducted from the settlement funds in order to establish the amount available from the settlement funds for distribution to Class Members;

2. Establish appropriate criteria for evaluation of claims of Class Members;

3. Establish proposed allocations for each Class Member in accordance with these criteria and evaluations;

4. Prepare the allocation plan for pro rata distribution of the proposed allocations;

5. Submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date.

B. VPMC and BCBSLA will have no involvement in the formulation of the plan

of allocation.

C. All Special Master Expenses will be paid out of the Gross Settlement Fund.

V.

NOTIFICATION TO CLASS MEMBERS

A. Class Counsel proposes Allen Mitchell and James Blanco to be the Claims Administrators. The Claims Administrators shall be responsible for disseminating the Notice to the Class. VPMC and BCBSLA will have no involvement in the selection of the Claims Administrator.

B. The mailing or publication of the Notice shall not occur until the Court enters the Preliminary Approval Order.

C. Unless otherwise agreed by the Parties, within ten (10) days after the Preliminary Approval Order is entered, VPMC shall provide the claims administrator with all information in its possession regarding the name and last known addresses of identified class members in a format agreed to by the parties.

D. The Claims Administrator (and any person retained by the Claims Administrator) shall sign a confidentiality agreement form agreed to by Class Counsel, VPMC, and BCBSLA, which shall provide that the names, addresses, and other information about specific Class Members provided either by VPMC, BCBSLA, Class Counsel or by individual Class Members shall all be treated as confidential and shall be used by the Claims Administrator only as required by this Settlement Agreement.

E. Within fifteen (15) days after receipt of the name and last known address of each Class Member, the Claims Administrator shall be responsible for, without limitation: (1) arranging for and disseminating the Notice to the Class Members; and (2) the creation of an Internet site dedicated to informing Class Members about the status and terms of the Settlement Agreement.

F. The Notice will be approved as to form and content by the Court and be substantially in the form attached as Exhibit B, unless otherwise modified by agreement of the Parties and approved by the Court. The Claims Administrator will review VPMC's address data, check it for valid addresses, eliminate duplications, and process the addresses through the National Change of Address database and use all reasonable and practicable methods to notify all Class Members. The parties agree and understand that the list of potential identified class

members provided by VPMC to the Claims Administrator, Special Master, and Class Counsel may contain the names and addresses of individuals who may be potential, but not confirmed class members. VPMC will attempt, to the best of its abilities, to fully identify and confirm all persons who are identified as Class Members, and those individuals identified on VPMC's records as likely Class Members will automatically receive Notice under the Settlement.

1. All potential Class Members will receive notice through publication as otherwise described herein. In addition, all potential Class Members will be sent direct mail notification, which will include a self-addressed stamped envelope and notification that they have been identified as a potential Class Member, but not confirmed as such, and they will be required to provide proof of health insurance, as described above, and such proof must be returned to the Claims Administrator no later than twenty-one (21) days prior to the Fairness Hearing in order to receive recovery.

G. If any Notice mailed to any Class Member is returned as undeliverable, the Claims Administrator will promptly log each Notice that is returned as undeliverable and shall promptly provide copies of the log to Class Counsel. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator will forward the mailing to that address. Upon request, the Claims Administrator shall provide Class Counsel such reasonable access to the notice process as they may need to monitor compliance with the Notice Plan.

H. The Claims Administrator shall also provide a copy of the Notice to anyone who requests the Notice.

I. The Claims Administrator shall provide affidavits to the Court, with a copy to Class Counsel, VPMC and BCBSLA attesting to the measures undertaken to provide notice to Class Members prior to the Fairness Hearing.

J. All Notice and Claims Administrator expenses will be paid out of the Gross Settlement Fund.

VI.

CLAIMS ADMINISTRATION

A. Pursuant to the plan of allocation, and at the direction of the Special Masters, the Claims Administrator will make settlement payments to Class Members eligible to receive such payments in accordance with the terms of this Settlement Agreement within thirty (30) days after

the Effective Date. The endorsement block on the settlement payment checks will require positive identification by the addressee in order to cash or otherwise negotiate the checks. In addition, the Claims Administrator will use Positive Pay or other similar services to best avoid against false endorsements and errors.

B. If the Class Member cannot be located and verified or if a settlement check is not negotiated within one hundred eighty (180) days of its issuance, the funds owed to that Class Member shall be considered "available funds." All settlement checks will expire and be of no value upon the expiration of one hundred eighty (180) days from issuance.

C. In the event a Class Member objects to the amount of his or her settlement payment, the Claims Administrator, and counsel for the Parties shall be so notified. A Class Member need not object to the Settlement Agreement in order to object to the amount of his or her settlement payment, provided that he or she submits a written objection to the amount of his or her settlement payment, explaining the basis for the objection and providing any documentation supporting his or her objection that is post-marked within thirty (30) days of the date of his or her settlement check. Unless a Class Member postmarks an objection to his or her settlement payment within thirty (30) days of the date of the settlement payment, any objection he or she may have shall be waived and all settlement payments will be final.

D. If the disputed claim cannot be resolved within thirty (30) days from the postmark of an objection, the dispute shall be submitted to the Special Masters who will be appointed by the Court, and whose rulings shall be binding for resolution. The decision of the Special Masters shall be based on the terms of this Agreement, any objective, verifiable information submitted by the parties, and Louisiana law. The decision of the Special Masters shall be binding on the parties and not subject to appeal or other review process.

E. A Class Member who cashes or otherwise negotiates any settlement payment received under the Settlement Agreement is deemed to have waived his or her rights to pursue further relief against VPMC and BCBSLA based on any of the Released Claims. This is in addition to the release outlined in Part VIII below.

F. No person shall have any claim against VPMC, BCBSLA, Defense Counsel, Named Plaintiffs, the Class, Class Counsel, the Special Masters, or the Claims Administrator or any employees, representatives, agents, and independent contractors of the law firms or parties who may furnish services in connection with the Settlement Agreement for anything done or

omitted in connection with the Settlement Agreement and/or claims administration process except for their own willful misconduct. This provision does not affect or limit in any way the right of review by the Special Masters of any disputed payments, to the extent provided above. Neither VPMC, BCBSLA, nor Plaintiffs nor any of the Parties' counsel shall be liable for any act or omission of the Special Masters.

G. If this Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Settlement Agreement.

H. All proceedings with respect to administration, processing and determination of claims described in this Settlement Agreement, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

I. The Parties agree to a donation of available funds, other than those funds allocated by the Special Master to class members for non-pecuniary damages, resulting from settlement payments sent to Class Members who cannot be located or who fail to negotiate the settlement check within one hundred eighty (180) days of its issuance. The monies shall be donated to a non-profit organization, or organizations, that are mutually agreeable to Class Counsel and VPMC. If Class Counsel and VPMC are unable to mutually agree on the non-profit organization(s) to receive the donation, Class Counsel and VPMC shall each submit their recommendations to the Court and the Court shall decide.

The parties agree that all available settlement funds that are allocated by the Special Master to class members for non-pecuniary damages and which are sent to Class Members who cannot be located by the procedures set up by the Special Master in using the National Change of Address Database, or who fail to negotiate the settlement check within one hundred eighty (180) days of issuance are to revert to VPMC. The CADA will implement policies and procedures to fully implement this reversionary provision including policies and methods to track, collect, and return to VPMC all such unclaimed funds herein. The fact that any such funds are unclaimed will in no way reduce, diminish, or affect any award of attorney's fees or costs previously proved and ordered to be paid to class counsel by an appropriate court. Such unclaimed funds will further not act to in any way result in a failure of consideration by VPMC or BCBSLA and will in no way undermine or defeat the settlement between the parties and/or *res judicata* effect of such settlement.

VII.

OBJECTIONS BY CLASS MEMBERS

A. Class Members may object to the proposed Settlement. Any Class Member who intends to object to the fairness, reasonableness, and adequacy of the Settlement ("Objectors") must file a written Objection ("Objections") with the Court and mail a copy to the Claims Administrator, to VPMC and BCBSLA, and to Class Counsel at the address as set forth below

postmarked no later than the date specified in the Court's Preliminary Approval Order and the Notice, which will be at least twenty-one (21) days prior to the Fairness Hearing. Class Members making Objections must set forth their full name, current address, and telephone number. Objections must be served:

Upon the 13th Judicial District Clerk of Court, Office of the Clerk of Court, Judge Presiding:

Evangeline Parish Clerk of Court
200 Court Street, #104
Ville Platte, LA 70586

Upon Claims Administrator at:

Allen Mitchell
James Blanco
1 Lakeshore Drive, Suite 1495
Lake Charles, LA 70629

Upon VPMC, through their representative:

Robert I. Baudouin
3421 N. Causeway Blvd.
Suite 900
Metairie, Louisiana 70002

Upon BCBSLA, through their representatives:

Charles A. O'Brien, III
Allison N. Pham
Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and
Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809

Upon Class Counsel, through its representative:

J. Lee Hoffoss, Jr.
Claude P. Devall
Hoffoss Devall, LLC
517 West College Street
Lake Charles, LA 70605

Lawrence J. Centola, III, Esq.
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130

B. Objectors must state in writing all Objections, including the specific reasons why the Class Member objects to the proposed Settlement and the reasons therefore, and a statement whether the Objector intends to appear at the Fairness Hearing either with or without separate counsel. No Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement Agreement, and no

written objections or briefs submitted by any member of the Class shall be received or considered by the Court at the Fairness Hearing, unless written notice of the Class Member's intention to appear at the Fairness Hearing and copies of any written objection or briefs shall have been filed with the Court and served on the Claims Administrator and counsel for Parties on or before the date specified in the Preliminary Approval Order and Notice, which will be at least twenty-one (21) days prior to the Fairness Hearing.

C. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objection (whether by appeal or otherwise) to the Settlement Agreement. Any Class Member who files a timely notice of intent to object, but does not appear at the Fairness Hearing, shall waive the right to object and shall be forever barred from making any objection to the proposed Settlement. To the extent any Class Member(s) objects to the proposed Settlement, and such objection is overruled in whole or in part, such Class Member(s) will be forever bound by the Final Judgment of the Court.

VIII.

RELEASES, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. It is hereby agreed that upon the Effective Date, Class Members and their heirs, executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to have jointly and severally released and forever discharged the Released Persons from any and all Released Claims including known and unknown Claims, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all Released Claims against any of the Released Persons.

B. Notwithstanding the above, the Court shall retain jurisdiction over the Parties to the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement. In the event that any applications for relief are made, such applications will be made to the Court.

C. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members; and (ii) the Released Persons shall not be subject to liability or expense of any kind to any Class Members, who shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Persons in any federal or state court or tribunal with regard to any and all Released Claims.

IX.

DISAPPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

A. Within fourteen (14) business days after notice of the occurrence of any of the following events, any Party shall have the right, exercisable at its own discretion, to terminate this Settlement Agreement by delivering written notification of such election to the other Party(ies):

1. The Court or any appellate court(s), rejects, denies approval, disapproves, or modifies the Settlement Agreement or any portion of this Settlement Agreement that the Party, in its sole judgment and discretion, believes to be material, including, but not limited to, the Settlement Amount, the terms of relief to Class Members, the provisions relating to notice, the class definition or identify of Class Members, and the scope of the Released Claims and/or Released Persons;

2. The Court, or any appellate court(s), does not enter or completely and unconditionally affirm any portion of the Settlement Agreement, Preliminary Approval Order, or Final Judgment that the Party, in its sole judgment and discretion, believes to be material;

3. If any regulatory agency or governmental agency should challenge any of the terms of the Settlement Agreement in any way that is materially adverse to either Party's interests without their written consent.

B. In addition, Defendants shall have the right, exercisable at their own discretion, to terminate this Settlement Agreement by delivering written notification of such election to Class Counsel within fourteen (14) business days after notice of the occurrence of any of the following events:

1. The Named Plaintiff, their attorneys, or any Class Member with an attorney-client relationship to Class Counsel, or their firms, objects to the Settlement Agreement and the Court does not overrule the objection; or

2. Any financial obligation is imposed upon VPMC or BCBSLA in addition to and/or greater than those specifically accepted by VPMC and BCBSLA in this Settlement Agreement.

3. The time period for opt outs by Class Members has expired and more than one hundred (100) Class Members have exercised their opt out rights.

C. If an option to withdraw from and terminate this Settlement Agreement arises under paragraph IX(A), including subparts, it shall not be a requirement to exercise that option.

D. If the proposed Settlement Agreement shall fail for any reason other than a breach by one of the parties, or if this Settlement Agreement shall be terminated by either Party pursuant to paragraphs IX(A) or IX(B):

1. This Settlement Agreement and the Proposed Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Settlement Agreement and the proposed Settlement shall be without prejudice to the rights and contentions of the Parties and any of the putative Class Members;

2. This Settlement Agreement, all of its provisions (including, without limitation, any provisions regarding class certification) and all negotiations, statements, and proceedings relating to them shall be without prejudice to the rights of any of the Parties each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Settlement Agreement;

3. This Settlement Agreement, any provision of this Settlement Agreement (including without limitation the provisions regarding class certification) and the fact of this Settlement Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;

4. In the event that the Settlement shall fail in its entirety, any judgment or order entered after the date of this Settlement Agreement will be vacated and will be without any force or effect. The Parties agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Settlement Agreement; and

5. The Parties agree that they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Settlement Agreement and related pleadings and filings, any provision of this Settlement Agreement (including without limitation the provisions regarding class certification), the fact of this Settlement Agreement having been made, and any settlement negotiations, preclude VPMC from opposing certification or the claims in the Action or any other proceeding.

X.

SETTLEMENT NOT EVIDENCE AGAINST PARTIES

A. In the event the Settlement Agreement is terminated according to its terms, (i) all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by any Party of any act, matter or proposition and shall not be used in any manner or for any purpose in any subsequent proceeding in the Action or in any other action or proceeding; (ii) other than as expressly preserved by this Settlement Agreement in the event of its termination, this Settlement Agreement shall have no further force and effect with respect to any Party and shall not be used in the Action or any other proceeding for any purpose; and (iii) any Party or may elect to move the Court pursuant to the provisions of this paragraph, and none of the nonmoving Parties (or their counsel) shall oppose any such motion.

B. VPMC and BCBSLA deny any and all allegations in the Action and deny all wrongdoing whatsoever. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be disclosed or referred to for any purpose, or offered or received in evidence, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding against VPMC or BCBSLA except for purposes of settling this action pursuant to this Settlement Agreement. The limitations set forth in this paragraph do not apply to use and/or disclosure by VPMC or BCBSLA against Class Members or third parties for purposes of supporting a defense or counterclaim of *res judicata*, collateral estoppel, release, good faith settlement, judgment, bar or reduction, or any other theory or claim of issue preclusion or similar defense or counterclaim.

XI.

ATTORNEYS' FEES AND EXPENSES

A. Class Counsel's entitlement to an award of attorneys' fees, costs, and expenses will be determined by the Court. Class Counsel will file a motion with the Court requesting a fee equal to the sum of: \$600,000 (40%) plus reimbursement of costs and expenses.

B. VPMC and BCBSLA agree not to object to the attorneys' fees payments described in paragraphs XI (A) if the Court awards those amounts to Class Counsel.

C. VPMC and BCBSLA agree not to object to a class representative incentive award of no more than twenty thousand and 00/100 Dollars (\$20,000.00) to the Named Plaintiff.

D. VPMC and BCBSLA shall have no liability or other responsibility for the allocation of such attorneys' fees among and between Class Counsel or any other counsel for Plaintiffs. In the event that any dispute arises relating to the allocation of such fees, then each and all Class Counsel and Named Plaintiff agree, by their signatures below, to hold VPMC and BCBSLA harmless from any and all liabilities, costs and expenses in that regard.

XII.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel who are signatories hereof represent and warrant that they have the authority, on behalf of the Class, to deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Class Counsel further warrant and represent that they have authority to seek the dismissal with prejudice the Action. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

B. VPMC represents and warrants that it has authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by VPMC of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of VPMC. This Settlement Agreement has been duly and validly executed and delivered by VPMC and constitutes their legal, valid and binding obligation.

C. BCBSLA represents and warrants that it has authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by BCBSLA of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of BCBSLA. This Settlement Agreement has been duly and validly executed and delivered by BCBSLA and constitutes their legal, valid and binding obligation.

XIII.

THE PARTIES' RIGHTS TO APPEAL

The Parties waive any and all rights to appeal the Final Judgment if approved by the Court as written herein. This agreement to not appeal does not negate an Objector's right to an appeal if

they so desire.

XIV.

MISCELLANEOUS PROVISIONS

A. Neither this Settlement Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement is intended to be or shall be construed as or deemed to be evidence of any admission or concession by VPMC or BCBSLA of any liability or wrongdoing or of the truth of any allegations in any petition or complaint, and none of them shall be admissible in evidence for any such purpose in this or any other proceeding.

B. To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Settlement Agreement.

C. This Settlement Agreement, including all appendices and exhibits attached hereto, may not be modified or amended except in writing signed by all Parties and approved by the Court. Amendments and modifications to this Settlement Agreement may be made with consent of all Parties without further notice to the Class Members unless otherwise ordered by the Court.

D. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Settlement Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or counsel.

E. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Louisiana, without giving effect to any of its conflict of law's provisions.

F. Any dispute as to the interpretation, construction, or operation of this Settlement Agreement will be submitted to the Special Masters for resolution, and their decision on these matters will be binding, final, and not subject to appeal or other review process. If, however, the dispute involves any rights and responsibilities of VPMC or BCBSLA under the Settlement Agreement, VPMC or BCBSLA may choose instead to have any such dispute submitted to the Court for resolution.

G. Except as specifically provided in this Settlement Agreement, each Party shall bear its own costs, expenses and attorneys' fees including taxable court costs.

H. Integrated Agreement.

1. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

2. This Settlement Agreement and the Exhibits hereto constitute the entire fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement. The Parties each covenant and warrant that they have not relied upon any promise, representation or undertaking not set forth in writing herein to enter into this Settlement Agreement.

I. If any provision, paragraph, section, article, or other portion of this Settlement Agreement is found to be void, all of the remaining portions of this Settlement Agreement shall remain in effect and be binding upon mutual agreement of the Parties.

J. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of that time that might be necessary to carry out any of the provisions of this Settlement Agreement.

K. Any notice request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

To VPMC through their representative:

Robert I. Baudouin
3421 N. Causeway Blvd.
Suite 900
Metairie, Louisiana 70002

To BCBSLA through its representatives:

Charles A. O'Brien, III
Allison N. Pham
Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and Blue Shield
of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809

To the Class, through its representatives:

J. Lee Hoffoss, Jr.
Claude P. Devall
Hoffoss Devall, LLC
517 West College Street

Lake Charles, LA 70605

Lawrence J. Centola, III, Esq.
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130

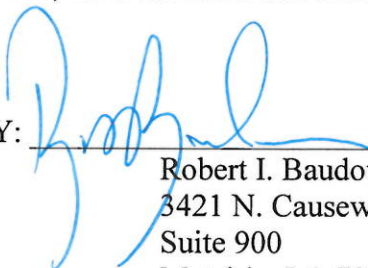
L. The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

M. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of this action and have arrived at this Settlement Agreement in arm's-length negotiations, taking into account all relevant factors, present and potential.

N. If Class Counsel and/or Named Plaintiff receive media requests about any settlement communications, negotiations, or discussions, Class Counsel and/or Named Plaintiff shall either refer such media inquiries to the public record of the Action or respond through a press release mutually agreed upon by the Parties.

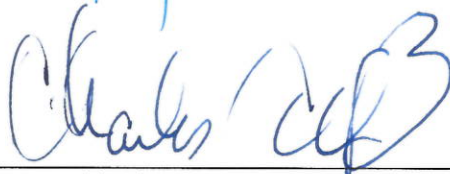
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties and/or their authorized counsel on behalf of their clients, have executed this Settlement Agreement as of the date(s) indicated on the lines below:

BY:  _____
Robert I. Baudouin
3421 N. Causeway Blvd.
Suite 900
Metairie, LA 70002

FOR DEFENDANT, VPMC

Date: 3/16/18

BY:  _____
Charles A. O'Brien, III (10143)
Allison N. Pham
Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and
Blue Shield of Louisiana
5525 Reitz Avenue
Baton Rouge, LA 70809

FOR DEFENDANT, BCBSLA

Date: 3/21/18

BY: _____
J. Lee Hoffoss, Jr.
Claude P. Devall
Hoffoss Devall, LLC
517 West College Street
Lake Charles, LA 70605

Lawrence J. Centola, III, Esq.
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130

REPRESENTING THE PLAINTIFFS, INDIVIDUALLY AND ON BEHALF OF THE CLASS

Date: _____