

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

If you were injured or provided treatment for an injury and filed a claim under your Allstate Med Pay coverage, and were compensated in an amount less than your medical bills, you may be entitled to a payment from a class action settlement.

- A settlement has been reached with Allstate Insurance Company ("Allstate," as defined in the Settlement Agreement, or "Defendant") about whether, between January 1, 2003 and Month DD, 2013 [**the date of preliminary approval**], Allstate improperly failed to pay, in whole or in part, medical expense benefits under the Med Pay coverage afforded in the Policies in Illinois based on Allstate's use of a computerized bill-review process as a tool to assist in the adjustment of claims for payment of such benefits.
- The settlement offers payments to eligible Class members who file a timely Claim Form.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	Submit a Claim Form seeking cash payment.
EXCLUDE YOURSELF	Request to be excluded and get no benefits from the Settlement.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no benefits.

These rights and options—and the deadlines to exercise them—are explained in this notice

IF YOU MEET THE CRITERIA SET OUT BELOW AND TIMELY SUBMIT A

QUESTIONS: Visit www.ComplexLitGroup.com

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VALID CLAIM FORM, YOU MAY BE ELIGIBLE FOR A CASH PAYMENT

1. Why should I read this Notice?

A Court authorized this Notice pursuant to 735 ILCS 5/2-801 and because you have a right to know about a proposed Settlement of a class action lawsuit known as *Back Doctors Ltd. v. Allstate Insurance Company*, Case No. 08 L 514, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Vincent J. Lopinot of the Circuit Court for the Twentieth Judicial Circuit St. Clair County, Illinois is overseeing this case. The people who sued are called the “Plaintiffs.” Allstate is the “Defendant.”

The Notice has been sent only to the Potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident or Covered Treatment.

2. What is the Lawsuit about?

This Notice describes the Proposed Settlement of a class action lawsuit concerning alleged violation of Illinois law by defendant Allstate. The Plaintiff alleges generally that, in violation of Illinois state law, Allstate improperly failed to pay, in whole or in part, medical expense benefits under the Med Pay coverage afforded in the Policies in Illinois based on Allstate’s use of a computerized bill-review process as a tool to assist in the adjustment of claims for payment of such benefits.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Back Doctors Ltd.) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

4. What are the terms of the Settlement Agreement?

Class Members who timely submit a Valid Claim Form are entitled to receive 50% of the applicable UCR Reduction(s), subject to the provisions the Settlement Agreement, and fully subject to and in no event in excess of the applicable Policy Limits.

Disputes as to the amounts due, if any, to a Class Member or disputes between a Medical Provider and an Insured/Claimant or between two or more Medical Providers as to payment on the same claim or bill shall, if not amicably resolved, be submitted to the Neutral Evaluator, who will then determine, in binding fashion, the proper distribution. In paying claims it shall be presumed that: (1) if a Medical Provider and an Insured/Claimant claim for the same UCR Reduction(s), the Medical Provider will be paid if that Medical Provider has an assignment and the Insured/Claimant has not paid out of pocket -- otherwise, the Insured/Claimant will be paid; (2) if multiple Medical Providers claim for UCR Reductions based on the same Insured/Claimant and the amount available is limited by the policy limits, those Medical Providers will be paid pro rata.

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Allstate shall be entitled, in good faith, to make a submission to refute, modify or supplement the Claim submitted by any Class Member. Such a challenge shall, unless amicably resolved, be submitted to the Neutral Evaluator for determination in binding fashion. The Neutral Evaluator may award a Class Member any amount between zero and the full amount of the Claim, subject to and not in excess of the applicable Policy Limit, based on the Claim Form(s) submitted, but Allstate may only be required to pay the total amount of a UCR Reduction for a particular line item on a particular bill once, regardless of the number of Class Members who make a claim as to that UCR Reduction.

5. Who is covered by the case?

On _____ 2013, the Court provisionally certified the following Class for settlement purposes only (included persons are “Class Members”):

Every Person who, between January 1, 2003 and Month DD, 2013 [**the date of preliminary approval**]:

(1) (a) suffered a Covered Injury and received Covered Treatment for such injury; (b) sought payment for that Covered Treatment under the Med Pay coverage provided by a Policy issued in Illinois; (c) received from Allstate as payment for that Covered Treatment an amount that was less than the charge billed for that treatment because Allstate or one of its agents and/or employees determined, with the aid of a computerized bill-review system, that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment; and (d) the applicable Med Pay Policy Limits have not been exhausted;

or

(2) (a) provided Covered Treatment for a Covered Injury; (b) sought payment for that Covered Treatment under the Med Pay coverage provided by a Policy issued in Illinois; (c) received from Allstate as payment for that Covered Treatment an amount that was less than the charge billed for that treatment because Allstate or one of its agents and/or employees determined, with the aid of a computerized bill-review system, that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment; and (d) the applicable Med Pay Policy Limits have not been exhausted.

However, the Settlement Class excludes all Class Counsel, all Released Persons, the Neutral Evaluator, and all directors and officers of Allstate.

6. Reasons for the Settlement.

The Named Plaintiff and Class Counsel support the Settlement Agreement because it provides for prompt, efficient, and fair relief. In ultimately deciding to recommend this Settlement, Class Counsel considered the relative risks and benefits to the Class of settlement or continuing litigation. Class Members incur no risk or cost in obtaining the relief provided for in the Settlement.

While Allstate has agreed to the terms of this Settlement, Allstate has denied and continues to deny liability on each and every claim asserted by the Named Plaintiff. More specifically, Allstate has denied and continues to deny all charges of wrongdoing or liability, on any theory, arising out of any conduct, statements, acts or omissions of Allstate or its employees, agents or

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representatives, in connection with the Action. Allstate has denied and continues to deny any assertion that the Named Plaintiff or Settlement Class Members suffered any damages that were proximately caused by any act or omission of Allstate or its employees, agents or representatives, or that a Class Action would otherwise be proper in this case.

7. How do I make a claim?

If you received this in the mail, a Claim Form is provided with this Notice. You must fully complete the Claim Form and mail it to the Claims Administrator at the address listed on the form. Medical Providers must submit a separate Claim Form for each Insured/Claimant for whose treatment they are claiming their bills were reduced. Insureds/Claimants must submit a separate Claim Form for each Medical Provider's bill they are claiming was reduced. In order to be eligible, the completed Claim Form must be postmarked not later than _____, 2014.

If you wish to participate in the Settlement, you must submit a Claim Form as provided in the previous paragraph. Your Claim will then be resolved and paid, if valid, upon approval of the Settlement and within the time frames specified therein. You will not be charged anything individually to remain in the Class.

If you fit the class description but do not file a claim, you will not receive the benefits of the Settlement, but will still be bound by any final judgment entered, including the Release of your claims, and will be permanently enjoined from prosecuting any of the Released Claims in this matter at any time in the future (see Question 16 below).

8. What if I do not want to be part of the Class?

If you do not want benefits from the Settlement, and you want to keep any right you might have to sue Allstate about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or "opting-out" of the Settlement Class.

You may "opt out" of the Class by using the procedure described below. If you elect to opt out, the Court will exclude you from this case and you will not receive any payment in this case. If you validly opt out, you will also not be bound by this Settlement or any final judgment entered in this case. To opt out, send a letter addressed to:

Back Doctors v. Allstate Settlement Administrator
P.O. Box 2838
Portland, OR 97208-2838

The letter should state your name, address, and telephone number, should state that you do not wish to be a member of the Class and are "opting out," and should be signed by the person who is opting out. The letter must be mailed, postmarked no later than **Month, DD, 2014**.

9. Who represents the Class?

For purposes of the Settlement, the Named Plaintiff, Back Doctors Ltd. has been designated by the Court as the Class Representative. The Class is represented by the following attorneys ("Lead Class Counsel"):

Richard J. Burke
Jeffrey A. Leon
Jamie E. Weiss

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Complex Litigation Group LLC
513 Central Avenue
Suite 300
Highland Park, Illinois 60035
(847) 433-4500
jeff@complexlitgroup.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

10. Who pays the attorneys' fees and costs?

Class Counsel will seek Court approval for an attorneys' fee and cost award not to exceed \$1,200,000. Any fees and cost award will be paid separately by Allstate, and will not reduce or diminish the amounts paid to Class Members. Subject to Court approval, Allstate has also agreed to pay class representative fees of up to \$5,000 for the Named Plaintiff for its time, effort and risk in prosecuting this Action. These payments are in addition to and will not reduce or diminish the amounts paid to Class Members. The Court will decide the amount of fees to award.

11. How do I tell the Court if I do not like the Settlement?

If you choose to remain a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's request for fees and expenses, and/or the Class Representative fees. If you decided to object, you must submit your objections in writing, postmarked by **Month DD, 2014** to each of the addresses below.

Clerk of the Court #10 Public Square Belleville, IL 62220-0307	Back Doctors v. Allstate Settlement Administrator P.O. Box 2838 Portland, OR 97208-2838
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Your objection must include the following information:

- a) That you are objecting to all or part of *Back Doctors Ltd. v. Allstate Insurance Company*, Case No. 08 L 514;
- b) A clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection along with a list of all cases, if any, in which you or your counsel have filed objections within the past five years; and
- c) Proof that you are in fact a Settlement Class member; provided, however, that an objection also may be entertained on any other basis deemed adequate by the Court.

Any Class Member who does not so request to object in the manner provided herein waives the right to do so in the future, and shall be forever barred from making any objection to the Proposed Settlement. If the Class Member is represented by an attorney, he/she or it must

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comply with all applicable Illinois laws and rules for filing pleadings and documents in Illinois courts. Further, a Class Member who files an objection must consent to give his or her deposition, in his/her home county, within 14 days of filing the objection. Finally, to preserve your objection and right to appeal, you or your attorney must personally attend the Final Approval hearing.

12. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

13. Settlement approval procedure.

The Court will hold a Fairness Hearing on ____, 2014 at ____:00 a.m., in the Courtroom of the Honorable Vincent J. Lopinot in Belleville, Illinois. The address of the Court is St. Clair County Courthouse, #10 Public Square, Room 403, Belleville, Illinois, 62220-0307. The hearing may be moved to a different date or time without additional notice.

At the Fairness Hearing, the Court will consider whether the Proposed Settlement should be granted final approval as fair, adequate, and reasonable and in the best interests of the Class as a whole. The Court will also consider the request of Class Counsel for an award of attorneys' fees and costs and the proposed class representative payments by Allstate. You may attend this hearing if you wish, but are not required to do so in order to participate in the Settlement. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

14. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense, but Class Members who do not file the requisite notice of intention to appear and object will not be entitled in any way to contest the approval of the Settlement at the Fairness Hearing. You also may pay your own lawyer to attend the hearing, but it is not necessary. If you send a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. However, to preserve your right to object on appeal, you must attend the Fairness Hearing. If you or your lawyer chooses to attend the hearing, you will be limited to the objections you raised in writing.

15. May I speak at the hearing?

If you wish to appear at the Fairness Hearing and be heard orally in objecting to the Settlement, you may do so only if you submitted a written objection in compliance with the requirements set forth above and also file with the Clerk of the Court, and send to the address listed above in Question 12, a written notification of your desire to appear personally. If you are appearing through counsel, you must identify your counsel by name, address and phone number. In addition, you or your counsel must identify any witness to be called, a summary of any evidence to be submitted, and/or provide copies of any documents to be submitted at the Fairness

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Hearing. Such notice must be mailed, postmarked no later than **Month DD, 2014**. You cannot speak at the hearing if you exclude yourself from the Settlement.

16. Effect of Settlement Approval, including Release of All Claims.

If you are a Class Member, unless you exclude yourself, you will be a member of the Class, and all of the decisions and judgments by the Court will bind you. So, if you file a Claim Form for benefits or do nothing at all, you will be releasing Allstate from all of the claims described and identified below.

If the Final Judgment and Order Approving Settlement is entered by the Court, you shall be deemed to have given Allstate, and any of its past, present or future officers, stockholders, directors, agents, employees and/or independent contractors and/or any other successors, assigns, or legal representatives thereof (the "Released Persons") a General Release. Under this General Release, you, your heirs, executors, administrators, successors and assigns shall release, waive, withdraw, retract and forever discharge any and all Unknown Claims, known claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, losses or damages (whether actual, consequential, treble, statutory and/or punitive or exemplary or other) for or arising out of the acts alleged or which are or could have been alleged by the Named Plaintiff or the Potential Class Members in this Action and which relate in any way whatsoever to the theories raised in the Action, or which were brought or could have been brought relating to the subject matter of the Action, including, but not limited to, statutory and non-statutory attorneys' fees; unjust enrichment; breach of contract; breach of any covenant of good faith and/or fair dealing; premium overcharges; fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations of the Illinois Consumer Fraud and Deceptive Business Practices Act or any consumer protection act; unfair claims settlement practices; conversion; punitive damages; interest; injunctive relief; declaratory judgment; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress; and/or bad faith, relating in any way whatsoever to Allstate's review, handling, payment, adjustment or denial, in whole or in part, of claims for Medical Payments benefits, including, but not limited to, through the use of a computer database that incorporates the Ingenix database; and/or any claims which were brought or could have been brought in or relate in any way whatsoever to the Action, or which relate in any way whatsoever to the Accidents or the Policies, or the Accidents with respect to the Policies. "Unknown Claims" means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Stipulation, as to any of the Released Claims, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by the Stipulation and related to Medical Payments benefits, as defined in the Stipulation, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections. Claims involving personal injury are not included in this release other than to the extent such claims encompass a claim that Allstate paid less than the full amount billed for reasonable and necessary medical treatment based on medical bill review with the assistance of any computer

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program software or database, including but not limited to the Ingenix database. No other aspect of a personal injury claim is released by this Settlement.

The Settlement Agreement provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 9 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

If the Settlement is not approved by the Court, the case will proceed as active litigation. If there are further actions that are taken in this lawsuit that affect your rights, you will receive notice as ordered by the Court, unless otherwise provided.

17. Where do I get additional information?

This Notice is only a summary of the circumstances surrounding the lawsuit, the claims asserted, the proposed Settlement, and related matters. You may seek the advice and guidance of Class Counsel, or of your own private attorney at your own expense if you desire.

For more detailed information, you may review the pleadings, records, and other papers on file in this lawsuit, which may be inspected during regular business hours at the Clerk's Office, St. Clair County Circuit Court, Belleville, Illinois. In addition, you can obtain further information by calling the toll-free number: (877) 276-7342 or by writing to Back Doctors v. Allstate Settlement Administrator, P.O. Box **2838, Portland, OR 97208-2838**. Copies of the Settlement Agreement are also available from Class Counsel. If you wish to communicate with Class Counsel, you may do so by phoning, writing to or e-mailing Class Counsel at the number and/or addresses listed in Question 9. Please do not contact Allstate regarding this Settlement.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

Dated: _____, 2013

Clerk, St. Clair County Circuit Court