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**If you were or are a licensed ambulatory surgical center located in New Jersey that provided out-of-network services to any Horizon Blue Cross Blue Shield of New Jersey (“Horizon”) member between October 1, 2004 and December 31, 2014, your rights may be affected by a proposed Class Action Settlement.**

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*A federal court has authorized this notice. This is not a solicitation from a lawyer. Read this Notice carefully.*

## **I. WHY SHOULD YOU READ THIS NOTICE?**

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If you were or are a licensed ambulatory surgical center located in New Jersey that provided out-of-network services to any Horizon Blue Cross Blue Shield of New Jersey (“Horizon”) member between October 1, 2004 and December 31, 2014, your rights may be affected by a proposed settlement with Horizon in a class action lawsuit pending in the United States District Court for the District of New Jersey captioned *Barbara Edwards, in her capacity as Trustee in Bankruptcy of Roxbury Surgical Center, LLC f/d/b/a Roxbury Open MRI and Surgery Center, and North Jersey Ambulatory Surgery Center, LLC, individually and on behalf of all others similarly situated v. Horizon Blue Cross Blue Shield of New Jersey*, Civil Action No. 08-cv-6160 (KM) (D.N.J.). The Court directed that this Notice be sent to you because you have a right to know about a proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This package explains the lawsuit, the Settlement, your legal rights, and what benefits are available.

In this case, the Class Representative, Barbara Edwards, has agreed to settle all claims with Horizon in exchange for a cash payment of four million dollars (\$4,000,000.00) to be distributed to Class Members as set forth in Exhibit A to the Notice. You are within the Class of entities who may receive a payment and will be bound by the release and other provisions of the settlement if it is approved by the Court. You may elect to opt out of the Class and the settlement, as explained below. You also have a right to object to the settlement or to Class Counsel’s application for attorneys’ fees and a Class Representative incentive award, but only if you have not elected to opt out of the Class and only

if you comply with the procedures described in this Notice. You may seek independent legal advice at your own cost.

The Court has scheduled a hearing to consider the fairness, reasonableness and adequacy of the proposed settlement with Horizon, together with certain other matters, to be held on June 29, 2018, at 10:00 a.m., before the Honorable Kevin McNulty, at the United States District Court, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101 (the “Settlement Hearing”).

## **II. WHAT IS THIS LITIGATION ABOUT?**

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This case arose out of Horizon’s reimbursements to out-of-network ambulatory surgical centers in New Jersey between October 1, 2004 and December 31, 2014 (the “Class Period”). The Class Representative, on her own behalf and on behalf of all entities similarly situated, filed this litigation against Horizon asserting that certain of Horizon’s reimbursements to out-of-network ambulatory surgical centers during the Class Period were insufficient.

Specifically, the Class Representative contended that, from approximately October 2004 to June 2008, Horizon used an allowance developed by a company called Navigant (the “Navigant Allowance”) to set reimbursements for certain Small Employer Health Plan (“SEHP”) claims when Horizon should have been using the Prevailing Healthcare Charges System (“PHCS”), and that this resulted in certain claims being under-reimbursed (the “SEHP Claims”). The Class Representative further contends that Horizon’s use of the Navigant Allowance for reimbursement of Out-of-Network claims from approximately October 2004 through December 2014 resulted in insufficient reimbursements for claims other than SEHP claims (*i.e.*, large group and midsize group claims and claims submitted to self-insured plans) (the “Navigant Claims”). Horizon denied that plaintiffs’ claims have any merit and contended that its reimbursements were consistent with the terms of the applicable health plans.

## **III. WHY IS THIS A CLASS ACTION?**

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In a class action, one or more people or entities called the class representative(s) sue on behalf of other people or entities who have similar claims. The similarly situated people or entities are called class members and together they constitute a class. One court resolves the issues for all of the class members, except for those who opt out of the class.

#### **IV. WHO IS IN THE SETTLEMENT CLASS?**

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The Settlement Class is comprised of any and all licensed ASCs located in New Jersey, individually and as assignees of Horizon members, that provided Out-of-Network Services to any Horizon member during the Class Period, and that are in the “SEHP Subclass” or the “Navigant Subclass” or both. The SEHP Subclass includes all Class Members that Horizon and Class Counsel have determined were under-reimbursed for SEHP Claims from October 2004 through June 2008. The Navigant Subclass includes all Class Members that the Class Representative contends, but Horizon disputes, could have been under-reimbursed for Navigant Claims from October 2004 through December 2014. ASCs that previously entered an agreement with Horizon releasing the claims that were asserted in this Action are excluded from the Settlement Class.

#### **V. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?**

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The terms of the Settlement Agreement are summarized below and a copy of the entire Settlement Agreement is available at the following website, [www.NJASCClassSettlement.com](http://www.NJASCClassSettlement.com).

##### **a. The Class Members and What They Receive Under the Settlement**

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In the Settlement Agreement, the Class Representative agrees to settle all Released Claims (defined in the Settlement Agreement) that are or could have been asserted against Horizon in exchange for Horizon’s payment of four million dollars (\$4,000,000.00) to the Class Members. The payment is divided between the two subclasses as follows: the SEHP Subclass is paid three million dollars (\$3,000,000.00) and the Navigant Subclass is paid one million dollars (\$1,000,000.00). **All of the individual Class Members and their allocated settlement payments are included on the schedule attached to this Notice as Exhibit A.**

In addition to the monetary benefits being provided to the Class Members, as a direct and proximate result of this Action and related Prior Actions that were investigated and filed by Class Counsel, Horizon uncovered errors in its claim payment systems that resulted in under-reimbursement of certain SEHP claims submitted by out-of-network ASCs from 2004 to 2008. This directly led to Horizon’s correction of those errors in 2008, which resulted in increased reimbursements to the Class Members in the years following the correction. Horizon’s correction of this issue in 2008 resulted in Class Members getting increased reimbursements of approximately \$18 million in 2008 and \$22 million

in 2009. Increased payments in future years have been in the same range of \$18 to \$20 million per year (or \$90 to \$100 million extrapolated over a five year period). In or around 2014, Horizon also (i) stopped using the Navigant Allowance for establishing reimbursements for out-of-network claims for large group, mid-size and self-insured plans, (ii) agreed that all Plans, Member Handbooks, marketing materials, and proposals would clearly state the manner in which Horizon derives reimbursements for out-of-network claims; and (iii) updated its public website to include general information regarding the manner in which it derives reimbursements for out-of-network claims.

#### **b. The Release, Covenant Not to Sue, and Dismissal with Prejudice**

If the proposed Settlement is approved by the Court and you do not opt out of the Class, certain legal claims you may have against Horizon, regardless of legal theory, will be dismissed on the merits and with prejudice. None of these claims may be asserted in any other lawsuit, and your only remedies will be those set forth in the Settlement Agreement, unless you opt out of the Class. **Because the Release is a critical element of the proposed settlement, it has been included here verbatim.** You should read this section very carefully because it will affect your rights if you remain in the Settlement Class.

#### **10. Release, Covenant Not To Sue, Bar Order and Dismissal with Prejudice**

*10.1 Release.* Upon the Effective Date, for good and valuable consideration received from Horizon, the receipt and sufficiency of which are hereby acknowledged, the Representative Plaintiff and all Class Members who do not opt out of this Agreement pursuant to Section 9, including their respective current and former officers, directors, employees, attorneys, heirs, executors, administrators, agents, legal representatives, professional corporations, partnerships, members, assigns and successors, but only to the extent their claims are derived from the claims of, respectively, the Representative Plaintiff and/or the Class Members (collectively, the “Releasing Parties”), shall forever unconditionally, fully, and finally release, abandon and discharge all claims, including any and all claims, rights, and liabilities of any nature, including but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys’ fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any whatever kind, source or character whether arising out of federal or state law, whether known, suspected to exist or unknown, whether asserted or unasserted, whether asserted by any Releasing Party on its own behalf or on behalf of any other person or entity, arising on or before the Effective Date, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation, by reason of, arising out of, or in any way related to Horizon’s payment or reimbursement of any and all

SEHP Claims and Navigant Claims, including any claim that Horizon's use of PHCS or the Navigant Allowance resulted in improper reimbursements, except claims based upon bundling, downcoding or other claims adjustment practices, whether any such claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other Persons (the "Released Claims"), against Horizon and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies subsidiaries, controlled companies, employees, officers, directors, principals, agents (collectively, the "Released Parties").

The Releasing Parties are aware that they may, after the date of this Agreement, discover claims or facts in addition to or different from those they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of the Releasing Parties to fully, finally, and forever settle and release all Released Claims, including those that are presently unknown or unanticipated, and each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon the entry of the Final Order and Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that is the subject matter of this Section 10, whether or not concealed or hidden, without regard to the discovery or existence of such different or additional facts. All Releasing Parties and Class Members who do not opt-out of this Agreement waive any and all provisions, rights, and benefits conferred by California Civil Code § 1542, or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which section provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

10.2 *Covenant Not To Sue.* Each of the Releasing Parties agrees and covenants not to sue or cooperate in the filing or prosecution of any suit or proceeding, in any forum based upon or related to any Released Claims against any Released Party, and represents and warrants that they have not and will not assign any Released Claim to any other person or entity.

10.3 *Bar Order.* The Parties intend that this Agreement eliminate all further risk and liability of the Released Parties relating to the Released Claims, and accordingly agree that the Court shall include in the Final Approval Order a Bar Order Provision as follows:

The Releasing Parties are permanently enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Parties; (ii) instituting, organizing class members in, joining with class members in, amending a pleading in or soliciting the participation of class members in, any action or arbitration, including but not limited to a purported class action, in any

jurisdiction against one or more Released Parties based on, involving, or incorporating, directly or indirectly, any or all Released Claims; and (iii) filing, commencing, prosecuting, intervening in, participating in or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on an allegation that an action of the Released Parties, which is in compliance with the provisions of the Agreement, violates any right of any Class Member.

All Persons who are, have been, could be, or could have been alleged to be joint tortfeasors, co-tortfeasors, co-conspirators, or co-obligors with any or all of the Released Parties respecting any or all of the Released Claims, are hereby, to the maximum extent permitted by law, barred and permanently enjoined from making, instituting, commencing, prosecuting, participating in or continuing any claim, cross-claim, action, or proceeding, however denominated, regardless of the allegations, facts, law, theories or principles on which they are based, in this Court or in any other court or tribunal, against any or all of the Released Parties with respect to any or all of the Released Claims, including without limitation equitable, partial, comparative, or complete contribution, set-off, indemnity, or otherwise, whether by contract, common law or statute, arising out of or relating in any way to the Released Claims. All such claims are hereby fully and finally barred, released, extinguished, discharged, satisfied and made unenforceable to the maximum extent permitted by law, and no such claim may be commenced, maintained, or prosecuted against any Released Party. Any judgment or award obtained by a Class Member against any such Person shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve any Released Party of all liability to such Person on such barred claims. Such judgment reduction, partial or complete release, settlement credit, relief, or setoff, if any, shall be in an amount or percentage sufficient under applicable law as determined by the Court to compensate such Person for the loss of any such barred claims against any Released Party. Where the claims of a Person who is, has been, could be, or could have been alleged to be a joint tortfeasor, co-tortfeasor, co-conspirator or co-obligor with a Released Party respecting the Released Claims have been barred and permanently enjoined by this section, the claims of Released Parties against that Person respecting those Released Claims are similarly fully and finally barred, released, extinguished, discharged, satisfied and made unenforceable to the maximum extent permitted by law.

10.4 *Dismissal.* The Releasing Parties shall dismiss with prejudice the Action as to Released Parties within ten (10) business days of the Effective Date. It is the Parties' intention that such dismissal shall constitute a final judgment of the Releasing Parties' claims against the Released Parties on the merits to which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Parties.

## **VI. WHAT WILL HAPPEN AT THE SETTLEMENT HEARING?**

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The Settlement Hearing will be held on June 29, 2018, at 10:00 a.m., before the Honorable Kevin McNulty, at the United States District Court, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Order scheduling the Hearing provides that it may be adjourned by the Court and that no additional notice will be provided to potential members of the class other than an announcement on the Court's docket.

At the Settlement Hearing, the Court will consider several issues. *First*, the Court will consider whether the proposed settlement is fair, reasonable and adequate to the members of the Class. *Second*, the Court will consider whether it should certify the Settlement Class pursuant to Fed. R. Civ. P. 23. Among other things, this will require the Court to determine (i) whether the Class is so numerous so as to make joinder of all individual members impracticable; (ii) whether questions of law or fact common to the members of the settlement Class predominate over questions affecting only individual members of the Class; (iii) whether the claims of the Class Representative are typical of the claims of the Class; (iv) whether the Class Representative and Class Counsel can adequately represent the interests of the Class; and (v) whether a class action is superior to other available methods for fair and efficient adjudication of the controversy. Although the Court has preliminarily certified a Settlement Class, potential members of the Class who timely elect to opt out by following the procedures described below will be excluded from the Class. *Third*, the Court will consider the application for a payment of a stipend to the Class Representative, to be paid by Horizon, which stipend is discussed in more detail below. *Fourth*, the Court will consider an application by Class Counsel for attorneys' fees and costs, also discussed in more detail below.

## **VII. MAY I PARTICIPATE IN THE SETTLEMENT HEARING?**

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Any Class Member that objects to the proposed settlement with Horizon, the application for attorneys' fees and costs, or other matters to be considered at the Settlement Hearing may appear and present such objections. However, no Class Member that has elected to opt out from the Class will be entitled to object. To be permitted to object to the proposed settlement, you must, on or before **June 14, 2018**, comply fully with the following requirements:

1. File with the Court a personally signed notice of your intention to appear (or a notice of intention signed by an authorized representative or attorney) together with a statement setting forth your objections to the matters to be considered and

the basis for those objections, together with any documentation that you intend to rely upon at the Settlement Hearing; **and**

2. Serve copies of all such materials either by hand delivery or by First-Class mail, postage-prepaid, upon the following counsel for the Settling Parties:

Bruce H. Nagel, Esq.  
Nagel Rice, LLP  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Co-counsel for the Class

Philip R. Sellinger, Esq./David Jay, Esq.  
Greenberg Traurig, LLP  
500 Campus Drive, Suite 400  
P.O. Box 677  
Florham Park, NJ 07932-0677  
Counsel for Horizon

If you do not comply with the foregoing procedure and deadlines for submitting written objections and/or appearing at the Settlement Hearing, you may lose substantial legal rights, including, but not limited to, (i) the right to appear and be heard at the Settlement Hearing, (ii) the right to contest approval of the proposed settlement or the application for an award of attorneys' fees and costs to Class Counsel, (iii) the right to contest approval of the application for an incentive award to the Class Representative, and (iv) the right to contest any other Orders or judgments of the Court entered in connection with the proposed settlement.

If the Court does not approve the proposed settlement, the Settlement Agreement will be null and void. If there are further actions taken in the litigation that affect your rights, you will receive such notice, if any, as may be determined by the Court.

#### **VIII. DO I NEED TO DO ANYTHING NOW TO REMAIN IN THE CLASS AND PARTICIPATE IN THE SETTLEMENT?**

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If you want to remain a member of the Class and participate in the proposed settlement, you do not have to do anything at this time. Class Members who do not opt out shall remain in the Class, participate in the settlement, and will receive the payment allocated to them. They also will be represented by the Class Representative and Class Counsel for purposes of the proposed settlement and will be bound by all proceedings, orders and judgments entered in connection with the proposed

settlement, whether favorable or unfavorable. If you do not opt out of the Class and the proposed settlement is granted final approval, entry of the Final Judgment and Order by the Court will dismiss, release and forever bar you from pursuing any of the Released Claims you may have against the Released Parties as set forth in the Settlement Agreement, even if those claims are already pending in another forum. If you are a member of the Class and do not opt out of the Class, you may, if you wish, appear in this litigation, through your own attorney, at your expense. However, you do not need to do so to participate in the proposed settlement.

## **IX. HOW DO I OPT OUT OF THE CLASS?**

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If you do not want to be a member of the Class and participate in the proposed settlement, then **POSTMARKED BY NO LATER THAN JUNE 14, 2018**, you must send by hand delivery or First Class Mail (postmarked by the date above) an individually signed statement to that effect that includes your name, business address, telephone number and federal tax identification number to Class Counsel and Horizon's Counsel, as set forth below:

Class Counsel:            Bruce H. Nagel, Esq.  
                                 Nagel Rice, LLP  
                                 103 Eisenhower Parkway  
                                 Roseland, NJ 07068

Horizon Counsel        Philip R. Sellinger, Esq./David Jay, Esq.  
                                 Greenberg Traurig, LLP  
                                 500 Campus Drive, Suite 400  
                                 P.O. Box 677  
                                 Florham Park, NJ 07932-0677

**TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED AND INDIVIDUALLY SIGNED OPT-OUT NOTICE MUST BE POSTMARKED BY NO LATER THAN JUNE 14, 2018. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.**

If you choose to opt out of the settlement and the Class, you will not be entitled to receive the benefits of the proposed settlement with Horizon. Your claims against Horizon will not be released and you will be free to pursue any claims you believe you have by filing a separate action.

Any Class Member that timely submits a request to opt out will have until the Settlement Hearing to deliver to Class Counsel and Horizon's counsel a written revocation of the request to opt out and shall thereby become a member of the Class.

#### **X. WHAT ABOUT ATTORNEYS' FEES AND COSTS?**

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Since the beginning of this litigation, the putative class has been represented by Bruce H. Nagel of Nagel Rice LLP and Neil Prupis, Esq. formerly of Lampf, Lipkind, Prupis & Petigrow ("Class Counsel"). If the Court approves the proposed settlement, counsel will apply to the Court for an award of attorneys' fees and costs that shall not exceed the sum of \$9 million. As part of the settlement, Horizon has agreed not to oppose the application. The attorneys' fees and costs approved by the Court for Class Counsel will be paid to Class Counsel by Horizon, not by the Class Members. The payment of attorneys' fees and costs to Class Counsel will not reduce in any respect the benefits of the settlement to the Class.

#### **XI. WHAT IS THE REPRESENTATIVE PLAINTIFF'S STIPEND?**

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The Class Representative intends to seek a stipend from the Court in the amount of Five Thousand Dollars (\$5,000.00), which, if awarded, would be in addition to the settlement consideration that will be available to Class Members generally. The stipend is for significant work done by the Class Representative on behalf of the Class throughout this litigation. In the Settlement Agreement, Horizon agrees not to oppose this application and, if approved by the Court, Horizon will pay the stipend to the Class Representative. The payment of this stipend to the Class Representative will not reduce in any respect the benefits of the settlement to the Class.

#### **XII. WHO CAN I CONTACT WITH QUESTIONS?**

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If you have questions regarding this Notice or the Settlement, please contact Class Counsel, Bruce H. Nagel at Nagel Rice, LLP, 103 Eisenhower Parkway, Roseland, New Jersey 07068, (973) 618-0400, [bnagel@nagelrice.com](mailto:bnagel@nagelrice.com). In addition, full copies of the Settlement Agreement and certain other important papers relating to the Settlement are available at the following website [www.NJASCClassSettlement.com](http://www.NJASCClassSettlement.com).

**Please do not call the court or Horizon.**

**ASC AGREEMENT EX A - INITIAL PAYMENT SCHEDULE - COMBINED**

Class Member Names	TIN (LAST FOUR DIGITS)	SEHP Settlement Allocation (\$3,000,000)	Navigant Settlement Allocations (\$1,000,000)	Combined Totals
ACCELERATED SURGICAL CENTER OF NORTH JER	0467	\$0.00	\$16,478.35	\$16,478.35
ADVANCED SPINE SURGERY CENTER LLC	9084	\$0.00	\$18,356.38	\$18,356.38
ADVANCED SURGERY CENTER LLC	9636	\$0.00	\$3,933.47	\$3,933.47
ADVANCED SURGERY CENTER OF CLIFTON LLC	0827	\$51,014.35	\$35,695.30	\$86,709.65
AMBULATORY CARE CENTER PA	9837	\$0.00	\$33.05	\$33.05
AMBULATORY SURG CTR AT OLD BRID	9049	\$51,627.27	\$10,763.62	\$62,390.88
AMBULATORY SURGICAL CENTER OF SOMERSET I	2384	\$0.00	\$5,802.14	\$5,802.14
AMERICAN AMBULATORY SURGERY CEN	3200	\$0.00	\$278.55	\$278.55
AMERICAN SURGICAL CENTER OF WEST ORANGE	0903	\$41,006.26	\$20,104.62	\$61,110.88
AP SURGERY CENTER LLC	4534	\$0.00	\$4,399.01	\$4,399.01
ASSOC SURGEONS OF NORTHERN NJ PA	8051	\$9,028.05	\$12,927.37	\$21,955.42
BARNERT SURGICAL CENTER LLC	7840	\$0.00	\$2,528.82	\$2,528.82
BERGEN AMBULATORY SURGICAL CTR	3562	\$0.00	\$6,863.63	\$6,863.63
BERGEN PASSAIC AMBULATORY SURGERY CENTER	7619	\$60,396.04	\$10,282.35	\$70,678.38
BLOOMFIELD SURGI CENTER	0054	\$29,457.98	\$5,122.81	\$34,580.78
BOGDAN SURGERY CENTER PC	2642	\$0.00	\$95.44	\$95.44
BROAD STREET SURGICAL CENTER LLC	3881	\$0.00	\$3,246.05	\$3,246.05
BURLINGTON COUNTY ENDOSCOPY CEN	5206	\$0.00	\$902.01	\$902.01
CAPE CATARACT CENTER	6786	\$0.00	\$42.36	\$42.36
CEDARS MINIMALLY INVASIVE SURGICAL SUITE	0567	\$0.00	\$459.89	\$459.89
CENTER FOR SPECIAL SURGERY OF	8555	\$0.00	\$54.05	\$54.05
CENTER FOR AMBULATORY AND MINIMALLY INVA	7140	\$0.00	\$10,284.91	\$10,284.91
CENTER FOR SPECIAL PROCEDURES LLC	3531	\$0.00	\$8,771.10	\$8,771.10
CENTRAL JERSEY AMBULATORY SURG CTR	9777	\$0.00	\$993.48	\$993.48
CHERRY HILL WOMENS CTR	8660	\$0.00	\$163.19	\$163.19
CHESTER SURGERY CENTER CORP	2513	\$0.00	\$75.66	\$75.66
CLIFTON SURGERY CENTER	6361	\$54,973.96	\$46,056.30	\$101,030.26
COASTAL ENDOSCOPY CENTER LLC	0230	\$0.00	\$162.85	\$162.85
COASTAL SPINE	7058	\$0.00	\$69.91	\$69.91
COASTAL SURGERY CENTER LLC	9266	\$0.00	\$2,548.31	\$2,548.31
CONTEMPORARY PLASTIC SURGERY CENTER	2875	\$0.00	\$685.67	\$685.67
COSMETIC RECONSTRUCTIVE SU	8280	\$0.00	\$111.63	\$111.63
CTR ADVANCED FOOT SURGERY	7507	\$19,904.16	\$3,197.60	\$23,101.76
EDISON SURGICAL CENTER PA	2526	\$29,313.77	\$24,469.57	\$53,783.33
ELTRA LLC	8060	\$4,798.48	\$3,823.81	\$8,622.29
EMERGIMED LLC	1930	\$0.00	\$366.49	\$366.49
ENDO SURGI CENTER PA	8249	\$0.00	\$10,430.16	\$10,430.16
ENDO SURGI CTR OLD BRIDGE	9920	\$0.00	\$2,962.88	\$2,962.88
ENDOSCOPY CENTER OF BERGEN COUNTY	9744	\$2,204.86	\$643.05	\$2,847.91
ENDOSCOPY CENTER OF OCEAN COUNTY PC	1117	\$0.00	\$9.05	\$9.05
ENDO SURGICAL CENTER N JERSEY	2300	\$22,832.60	\$18,386.70	\$41,219.30
ESSEX SURGERY CENTER LLC	4745	\$105,156.46	\$49,932.47	\$155,088.93
ESSEX SURGICAL ARTS SURGERY CENTER LLC	2123	\$0.00	\$11,158.34	\$11,158.34
EXCEL SURGERY CENTER LLC	2736	\$0.00	\$540.53	\$540.53
EYE PHYSICIANS OF SUSSEX SURGIC	2159	\$0.00	\$86.77	\$86.77
FAIR LAWN ASC LLC	7146	\$0.00	\$204.44	\$204.44
FELLOWSHIP SPINE SURGICAL CENTE	0096	\$0.00	\$1,158.29	\$1,158.29
FELLOWSHIP SURGICAL CENTER LLC	5532	\$0.00	\$1,874.60	\$1,874.60
FIRST GI ENDOSCOPY AND SURGERY	0899	\$0.00	\$703.83	\$703.83
FOREST HEALTHCARE ASSOCIATION	2341	\$0.00	\$1,073.74	\$1,073.74
FORT LEE SURGERY CENTER	4350	\$3,483.29	\$959.71	\$4,443.00
FREEHOLD ENDOSCOPY CENTER, LLC	4126	\$615.97	\$1,179.73	\$1,795.70
GARDEN STATE ENDOSCOPY AND SURGERY	1957	\$0.00	\$6,501.44	\$6,501.44
GARDEN STATE SURGICAL CENTER	0171	\$68,112.58	\$30,476.48	\$98,589.05
GASTROENTEROLOGY DIAGNOSTICS	5724	\$0.00	\$623.55	\$623.55
GASTRO SURGICENTER OF NEW JERSEY	2632	\$8,779.12	\$5,529.69	\$14,308.81
GLOUCESTER COUNTY SURGICAL CENTER	7885	\$0.00	\$343.35	\$343.35
GREGORY SURGICAL CENTER	8897	\$16,331.47	\$3,602.57	\$19,934.04
HACKENSACK ENDOSCOPY CENTER	6077	\$39,830.75	\$9,006.03	\$48,836.78

Class Member Names	TIN (LAST FOUR DIGITS)	SEHP Settlement Allocation (\$3,000,000)	Navigant Settlement Allocations (\$1,000,000)	Combined Totals
HACKENSACK SURGERY CENTER LLC	5920	\$0.00	\$9,782.18	\$9,782.18
HAMILTON ENDOSCOPY & SURGERY CT	7967	\$0.00	\$331.82	\$331.82
HAMILTON SURGICAL SERVICES INC	8616	\$0.00	\$44.56	\$44.56
HANOVER ENDOSCOPY CENTER	2329	\$445.34	\$238.82	\$684.16
HARRISON ENDO SURGICAL CENTER LLC	4725	\$0.00	\$30,265.77	\$30,265.77
HASBROUCK HEIGHTS SURGERY CENTER LLC	9508	\$0.00	\$1,495.19	\$1,495.19
HEALTH EAST AMBULATORY SURGERY CENTER LL	9063	\$0.00	\$4,995.28	\$4,995.28
HOPEWELL SURGERY CENTER LLC	5494	\$0.00	\$909.76	\$909.76
HUDSON LITHOTRIPTY LLC	4066	\$0.00	\$384.51	\$384.51
HUDSON TERRACE MEDICAL INC	9709	\$0.00	\$478.06	\$478.06
INNOVATIVE CARE CENTER	9746	\$0.00	\$34.10	\$34.10
IRONBOUND ENDOSURGICAL CENTER	1393	\$0.00	\$486.46	\$486.46
JAMES STREET SURGICAL SUITE	2315	\$0.00	\$6,668.56	\$6,668.56
JASPER AMBULATORY SURGICAL CENTER LLC	3431	\$0.00	\$2,248.47	\$2,248.47
JERSEY AMBULATORY SURGICAL CENT (A/K/A BRUNSWICK SURGICAL AMBULATORY CENTER LLP)	1568	\$26,795.50	\$2,917.26	\$29,712.76
JERSEY AMBULATORY SURGICAL CENTER LLC	4689	\$0.00	\$1,653.94	\$1,653.94
JOURNAL SQUARE SURGICAL CENTER LLC	2382	\$0.00	\$3,965.90	\$3,965.90
KARMBERG OBS	6100	\$0.00	\$21.75	\$21.75
KHS AMBULATORY SURGERY CENTER LLC	5364	\$0.00	\$174.08	\$174.08
LIBERTY AMBULATORY SURGERY CENTER LLC	2081	\$0.00	\$1,376.79	\$1,376.79
MALO CLINIC CENTER FOR AMBULATO	4643	\$0.00	\$477.93	\$477.93
MANALAPAN SURGERY CENTER	4333	\$0.00	\$2,777.57	\$2,777.57
MANCHESTER SURGERY CENTER	9094	\$0.00	\$2,199.66	\$2,199.66
MARKET STREET SURGICAL CENTER (A/K/A SURGICAL INSTITUTE OF NORTHERN)	8914	\$73,642.42	\$12,831.36	\$86,473.78
MCBRIDE SURGICAL CENTER LLC	9436	\$0.00	\$3,922.06	\$3,922.06
MED FAM AESTHETIC CENTER	4168	\$0.00	\$85.29	\$85.29
MED FEM AESTHETIC CENTER	8012	\$0.00	\$150.63	\$150.63
MEMORIAL AMBULATORY SURGERY CENTER	1260	\$0.00	\$50.57	\$50.57
MENLO PARK SURGERY CENTER LLC	9436	\$0.00	\$921.37	\$921.37
METROPOLITAN SURGICAL INSTITUTE LLC	3856	\$0.00	\$22,984.39	\$22,984.39
MIDDLESEX SURGERY CENTER	2747	\$309,240.98	\$51,188.42	\$360,429.40
MILLENNIUM HEALTHCARE OF CLIFTO	1662	\$0.00	\$7,533.31	\$7,533.31
MILLENNIUM SURGICAL CENTER LLC	5327	\$0.00	\$10,881.95	\$10,881.95
MINE HILL SURGICAL CENTER LLC	0280	\$0.00	\$778.01	\$778.01
MINIMALLY INVASIVE SURGERY CENTER	7926	\$0.00	\$753.61	\$753.61
MONMOUTH SURGI CENTER	3264	\$14,001.95	\$1,524.81	\$15,526.76
MONTVALE SURGICAL CENTER LLC	3867	\$0.00	\$5,860.02	\$5,860.02
MORRIS COUNTY SURGICAL CENTER L	3595	\$0.00	\$12,747.63	\$12,747.63
MORRISTOWN SURGICAL CENTER AT MADISON AV	5885	\$0.00	\$77.62	\$77.62
MOUNTAIN SURGERY CENTER LLC	7740	\$0.00	\$880.71	\$880.71
MT. LAUREL ENDOSCOPY CTR	0370	\$0.00	\$540.65	\$540.65
NEW HORIZON SURGICAL CENTER LLC	3217	\$0.00	\$629.59	\$629.59
NJ CENTER FOR ENT DISORDERS	2342	\$0.00	\$232.66	\$232.66
NJ GASTRO & ENDO CENTER	7494	\$0.00	\$152.51	\$152.51
NJ SURGERY CENTER LLC	6417	\$0.00	\$7,677.50	\$7,677.50
NEW JERSEY VEIN & COSMETIC SURGERY CENTE	8362	\$1,235.07	\$1,635.55	\$2,870.62
NJSR SURGICAL CENTER LLC	7596	\$0.00	\$229.13	\$229.13
NORTH JERSEY AMBULATORY SURGERY CENTER	8837	\$0.00	\$2,890.89	\$2,890.89
NORTH JERSEY SURGERY CENTER	5718	\$48,049.69	\$10,451.19	\$58,500.89
NORTHERN NJ ENDOSCOPY CENTER LL	5113	\$0.00	\$1,601.80	\$1,601.80
OAK TREE SURGERY CENTER	4889	\$87,878.12	\$8,996.81	\$96,874.93
OCEAN ENDOSURGERY CTR	4617	\$0.00	\$77.33	\$77.33
OMNI EYE SERVICES	7595	\$28,968.73	\$6,056.08	\$35,024.81
ORADELL AMBULATORY SURGERY CENTER LLC	7124	\$0.00	\$2,642.59	\$2,642.59
PAIN & SURGERY AMBULATORY CENTER PC	8146	\$603.87	\$3,229.29	\$3,833.16
PALISADES SURGERY CENTER LLC	0866	\$0.00	\$1,428.83	\$1,428.83
PARAMUS SURGERY CENTER	5944	\$56,038.41	\$25,365.38	\$81,403.78
PASCACK GASTROENTEROLOGY SURGICENTER (A/K/A OLD HOOK MEDICAL ASSOCIATES LLC	2395	\$18,790.97	\$9,440.21	\$28,231.19
PENINSULA SURGERY CENTER LLC	4318	\$0.00	\$377.19	\$377.19
PHILADELPHIA SURGI CENTER	5126	\$0.00	\$26.84	\$26.84

Class Member Names	TIN (LAST FOUR DIGITS)	SEHP Settlement Allocation (\$3,000,000)	Navigant Settlement Allocations (\$1,000,000)	Combined Totals
PHYSICIANS OF MONMOUTH SURGERY	7540	\$0.00	\$36.43	\$36.43
PILGRIM MEDICAL CENTER INC	1240	\$0.00	\$196.41	\$196.41
PLANNED PARENTHOOD MERCER	3248	\$0.00	\$827.65	\$827.65
PREMIER ENDOSCOPY CENTER	9351	\$13,984.25	\$11,086.08	\$25,070.33
PREMIER HEALTH ASSOCIATES LLC	6995	\$0.00	\$82.19	\$82.19
PREMIER ORTHOPAEDIC ASSOCIATES SURGICAL	7324	\$0.00	\$1,841.34	\$1,841.34
PREMIER SURGICAL PAVILION LLC	0674	\$0.00	\$500.07	\$500.07
PRINCETON ENDOSCOPY CENTER	5094	\$0.00	\$56.96	\$56.96
PRINCETON ORTHOPAEDIC ASSOCIATE	1829	\$0.00	\$150.51	\$150.51
PRINCETON SURGIPLEX LLC	3729	\$0.00	\$1,108.33	\$1,108.33
RAMAPO VALLEY SURGICAL CT	0403	\$0.00	\$229.97	\$229.97
RELIANT SURGICAL CENTERLLC	3624	\$0.00	\$3,433.90	\$3,433.90
RENAISSANCE SURGERY CENTER LLC	5550	\$0.00	\$274.98	\$274.98
RENAISSANCE SURGERY CENTER LLC	3788	\$0.00	\$397.43	\$397.43
RETINAL CONSULTANTS SURGERY CEN	4785	\$0.00	\$39.54	\$39.54
RIDGEWOOD AMBULATORY SURGERY CENTER	4866	\$6,082.93	\$1,755.00	\$7,837.93
RIVERDALE SURGERY CENTER LLC	7662	\$0.00	\$8,755.11	\$8,755.11
RIVERSIDE PLASTIC SURGERY AND SINUS	1740	\$66,289.31	\$10,387.46	\$76,676.76
ROCKLAND AND BERGEN SURGERY CENTER LLC	8081	\$0.00	\$1,552.40	\$1,552.40
ROSELAND AMBULATORY SURGERY CENTER LLC	7047	\$0.00	\$27,239.67	\$27,239.67
ROXBURY OPEN MRI AND SURGERY CENTER	1744	\$361,020.87	\$16,812.03	\$377,832.90
SADDLE BROOK SURGI CENTER	8165	\$26,010.36	\$6,124.57	\$32,134.93
SADDLE RIVER VALLEY SURGICAL CE	2496	\$0.00	\$79.87	\$79.87
SADDLE RIVER VALLEY SURGICAL CENTER	0583	\$24,054.75	\$7,273.57	\$31,328.32
SADDLE SURGERY CENTER CORP	3577	\$0.00	\$136.85	\$136.85
SAME DAY PROCEDURE LLC	0213	\$0.00	\$48.67	\$48.67
SAME DAY SURGERY CENTER OF NEW	8857	\$0.00	\$116.49	\$116.49
SAME DAY SURGERY CENTER OF CENTRAL JERSEY	3733	\$71,871.43	\$23,661.47	\$95,532.90
SEA OAKS SURGERY CENTER	7717	\$0.00	\$721.01	\$721.01
SEASHORE AMBULATORY SURGERY CENTER	4301	\$23,720.70	\$3,844.66	\$27,565.37
SHORE OUTPATIENT SURGICENTER	2127	\$0.00	\$54.83	\$54.83
SHORE SURGICAL PAVILION LLC	7741	\$0.00	\$1,822.55	\$1,822.55
SHORT HILLS SURGERY CENTER	2665	\$957,270.96	\$41,093.85	\$998,364.81
SOMERSET SURGICAL CENTER PA	4994	\$83,638.82	\$11,112.47	\$94,751.29
SPECIALTY SURGERY OF MIDDLETOWN LLC	1038	\$0.00	\$6,617.79	\$6,617.79
SPECIALTY SURGERY OF SECAUCUS LLC	4870	\$0.00	\$2,828.67	\$2,828.67
SPECIALTY SURGICAL CENTER OF NORTH BRUNS	0654	\$0.00	\$4,574.18	\$4,574.18
SPRINGFIELD SURGERY CENTER LLC	1413	\$0.00	\$4,385.93	\$4,385.93
ST JOSEPHS CHILDRENS HOSPITAL P	2884	\$0.00	\$130.25	\$130.25
SUBURBAN ENDOSCOPY CTR	6996	\$0.00	\$1,479.36	\$1,479.36
SURGERY CENTER OF CENTRAL NEW JERSEY	1416	\$0.00	\$23.59	\$23.59
SURGICAL BERGEN	9486	\$0.00	\$1,637.96	\$1,637.96
SURGICAL SPECIALISTS AT PRINCETON LLC	9140	\$0.00	\$1,311.54	\$1,311.54
SURGICARE OF FREEHOLD LLC	5822	\$0.00	\$7,911.44	\$7,911.44
SURGICARE SURGICAL ASSOCIATES OF JERSEY	7091	\$0.00	\$1,993.12	\$1,993.12
SURGIPLEX	9394	\$14,734.30	\$4,396.67	\$19,130.98
SUTTON AMBULATORY HEALTH LLC	5235	\$0.00	\$157.19	\$157.19
TDG SURGERY LLC	1801	\$0.00	\$827.06	\$827.06
TEANECK SURGICAL CENTER LLC	6897	\$0.00	\$9,572.30	\$9,572.30
THE PLASTIC SURGERY CENTER	2641	\$17,156.55	\$1,884.05	\$19,040.59
THE SURGERY CENTER	8479	\$0.00	\$145.06	\$145.06
THE SURGERY CTR HAMILTON	8914	\$0.00	\$844.95	\$844.95
THE WOODS OR INC	7715	\$6,488.68	\$4,845.03	\$11,333.71
TOMS RIVER SURGERY CENTER	4783	\$0.00	\$13,737.42	\$13,737.42
TRI STATE SURGERY CENTER LLC	1569	\$0.00	\$1,347.72	\$1,347.72
TWIN RIVERS PODIATRIC SURGERY CENTER LLC	4995	\$7,662.29	\$2,577.81	\$10,240.09
UNION SURGERY CENTER LLC	3691	\$0.00	\$1,440.52	\$1,440.52
UNIVERSITY CENTER FOR AMBULATOR	7917	\$0.00	\$4,138.98	\$4,138.98
UROLOGY SURGICAL PRACTICE	2888	\$0.00	\$270.51	\$270.51
VANGUARD SURGICAL CENTER LLC	4633	\$0.00	\$2,420.48	\$2,420.48

Class Member Names	TIN (LAST FOUR DIGITS)	SEHP Settlement Allocation (\$3,000,000)	Navigant Settlement Allocations (\$1,000,000)	Combined Totals
WATTS PLASTIC SURG ASSOC	1339	\$6,583.30	\$2,611.97	\$9,195.28
WEST PARKWAY AMBULATORY SURGERY CENTER	2545	\$5,904.83	\$21,094.58	\$26,999.40
WESTFIELD PLASTIC SURGICAL ASSOCIATES	8462	\$22,967.22	\$3,286.10	\$26,253.32
WESTMORRIS SURGERY CENTER	6167	\$0.00	\$334.07	\$334.07
<b>TOTAL</b>		<b>\$3,000,000</b>	<b>\$1,000,000</b>	<b>\$4,000,000</b>