

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

KATHLEEN ROCHE, D.C., individually and on
behalf of others similarly situated,

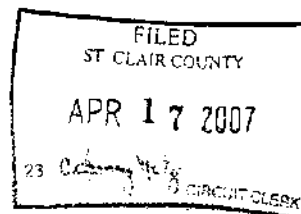
Plaintiff,

v.

COUNTRY MUTUAL INSURANCE
COMPANY a/k/a COUNTRY CASUALTY
INSURANCE COMPANY d/b/a COUNTRY
COMPANIES,

Defendant.

Case No.: 07-L-207



CLASS ACTION COMPLAINT

Plaintiff Kathleen Roche, D.C. ("Plaintiff"), individually and on behalf of a proposed class of Illinois medical providers, alleges for her Class Action Complaint against Defendant Country Mutual Insurance Company a/k/a Country Casualty Insurance Company d/b/a Country Companies ("Defendant" or "Country"), upon personal knowledge as to herself and her own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigation made by her attorneys, as follows:

I. NATURE OF THE ACTION

1. This is a class action brought by Plaintiff individually and on behalf of a proposed class of licensed healthcare providers within Illinois whose bills for medical services rendered to insured persons and beneficiaries covered by Country insurance policies were improperly discounted based upon a Corvel preferred provider discount.

2. Country issues insurance policies which obligate it to pay all reasonable expenses for necessary medical treatment. With respect to the charges at issue in this lawsuit, Country does not dispute their reasonableness or necessity, nor that the treatment is for injuries related to

a covered occurrence. Likewise, under the policies a claimant has the right to choose his or her medical provider, and within policy limits, medical providers have the unrestricted right to be reimbursed their reasonable and necessary accident related medical expenses.

3. Here, Country wrongfully and deceptively reduced payments to Plaintiff and Class by claiming the benefits from PPO agreements when in fact Country did not provide preferred provider healthcare plans to their insured persons or beneficiaries and did not perform any of the associated obligations of preferring Plaintiff and the Class through financial incentives designed to direct insured persons and beneficiaries to Plaintiff and Class for medical care. This improper practice is known in the insurance industry as a "silent PPO."

4. Country's acts and omissions constitute, *inter alia*, (1) Common Law Fraud; (2) Statutory Fraud; (3) Unjust Enrichment; and (4) Civil Conspiracy.

II. JURISDICTION AND VENUE

5. Jurisdiction over Country is proper under 735 ILCS 5/2-209(a)(1) (transaction of any business within this State), Section 2-209(a)(2) (the commission of a tortuous act within this State), Section 2-209(a)(7) (making or performance of any contract or promise substantially connected with this State), Section 2-209(b)(4) (corporation doing business within this State), and Section 2-209(c) (any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States). 735 ILCS 5/2-209(a)(1), (a)(2), (a)(7), (b)(4) and (c). There is no federal jurisdiction over this case because Plaintiff seeks no relief, cause of action, remedy or damages in excess of \$75,000, and because no claims arise under the laws of the United States. The Class Action Fairness Act does not apply because the Defendant is an Illinois company and the proposed class consists only of medical providers within Illinois.

6. Venue is proper because the transactions at issue occurred in this County and Plaintiff is a resident of this County. 735 ILCS 5/2-101-103. Venue in this County is further appropriate under Section 10a(b) of the Illinois Consumer Fraud and Deceptive Business Practices Act, as Defendant is doing business in this County. 810 ILCS 505/10a(b).

III. PARTIES

7. **Plaintiff Kathleen Roche, D.C.** Plaintiff Kathleen Roche, D.C. is/was at all times relevant hereto an Illinois licensed medical provider residing and doing business in Belleville, St. Clair County, Illinois. Plaintiff treated a person who was an insured/beneficiary under a Country automobile policy.

8. **Defendant.** Defendant Country Mutual Insurance Company a/k/a/ Country Casualty Insurance Company d/b/a "Country Companies," is an Illinois corporation that does business throughout the State of Illinois, including St. Clair County, Illinois.

IV. BACKGROUND OF THE "SILENT PPO" SCHEME

10. A Preferred Provider Organization is a known term-of-art within the healthcare industry. It is a managed care technique that involves a tripartite relationship between: (1) a group of health care providers (*i.e.*, preferred or in-network providers), (2) payors (such as insurance companies) who pay for the services provided to the insured persons/beneficiaries (*i.e.*, patients), and (3) a network administrator who establishes this (PPO) arrangement.

11. Under this arrangement, healthcare providers ("preferred providers") are organized by a network administrator (a PPO) to offer their medical services at discounted rates ("discounted reimbursement amounts") to entities responsible for paying the medical expenses, in exchange for those Payors "preferring" the providers to their insureds/beneficiaries through incentives provided to the insured or beneficiary to use the services of the preferred providers.

12. A "Silent PPO" is the illegitimate appropriation of discounted reimbursement amounts by insurers, such as an automobile insurer like Country, who do not offer a Preferred Provider policy to insured persons and beneficiaries, and who do not offer any financial incentive mechanism (., e.g. reduced co-payments, reduced deductibles, or reduced premiums) to direct, steer, or channel insured persons/beneficiaries to designated providers ("preferred providers") for receipt of medical services.

13. Under the Silent PPO scheme, medical providers receive nothing for discounted reimbursement rates and insurers such as Country save millions in payouts.

14. Under the Silent PPO scheme, Country improperly accessed and appropriated the PPO discounts by licensing and/or accessing Corvel's provider discount database.

15. Armed with the Corvel preferred provider database of discounts, Country systematically processed Illinois medical expense claims through automated PPO re-pricing and applied discounts to bills submitted by medical providers.

16. Country routinely and systematically used Corvel's re-pricing product in conjunction with Corvel's preferred provider discounts (known as the "Corcare" PPO network) to reduce millions of dollars of medical bills that were otherwise owed under its policy obligations. The PPO discounts were routinely and systematically applied despite the fact that a preferred provider policy was not offered by Country and/or despite the fact that insured and beneficiaries were not offered incentives to obtain treatment from network providers.

17. As part of the Silent PPO scheme, Country, on information and belief, paid a substantial percentage of the discount savings and/or a per-transaction fee for processing claims to Corvel. In Illinois, this Silent PPO scheme denied Illinois health care providers millions of

dollars of reimbursement to which they were rightly entitled and has saved Country millions of dollars unjustly.

18. At all times material herein, in the course of her medical practice, Dr. Roche provided medical care to patients who had been injured in covered policy occurrences and who were entitled to benefits from Country.

19. At no time did Country provide any incentives to insured persons or beneficiaries to use the services of Plaintiff and the Class.

20. After taking the illegal discounts on Plaintiff's bills and Class member's bills, Country routinely printed out EOBs showing the discounts. It then forwarded the EOBs and reduced payment checks to the preferred providers in purported full satisfaction of Country's obligations. (See Exhibit 1 (copy of EOB noting, "Network Reduction" and "THIS CLAIM HAS BEEN REPRICED ACCORDING TO YOUR CONTRACT WITH CORCARE PPO").)

21. It was and is the custom and practice of Country to discount thousands of preferred provider's medical expense claims in the above described manner.

22. Plaintiff and the Class have been economically damaged and have suffered monetary losses as a result of Country's conduct.

29. Plaintiff did not contract with Country to be a preferred provider to Country's insured persons or beneficiaries and Plaintiff did not authorize Country, through Corvel or otherwise, to take any PPO discounted reimbursement amounts in the absence of Country establishing preferred provider insurance plans that preferred Plaintiff and the Class through incentives that steered insured persons and beneficiaries to Plaintiff and the Class.

30. Country's appropriation of preferred provider discounted reimbursement amounts from Plaintiff and the Class was without consideration

V. **FACTS AS TO PLAINTIFF**

40. Plaintiff Roche treated a patient at her offices located in St. Clair County, Illinois in 2005. The patient was an insured/beneficiary of medical coverage by Country.

41. Plaintiff submitted reasonable charges for the medical services provided to the patient to Country in late 2005.

42. Upon information and belief, Country, through an arrangement with Corvel, submitted Plaintiff Roche's medical bills to review by Corvel.

43. Corvel and/or Country sent Exhibit 1 to Plaintiff Roche at her offices in St. Clair County, Illinois, together with payment.

44. Exhibit 1 represented as follows: "THIS CLAIM HAS BEEN REPRICED ACCORDING TO YOUR CONTRACT WITH CORCARE PPO". The "Network Reduction" was \$67.26.

45. In 2003, Plaintiff entered into a Preferred Provider Agreement with Corvel Corporation ("Corvel") wherein Roche was to become a member in a Preferred Provider Organization known as CORCARE PPO administered by Corvel. Pursuant to the terms of that preferred provider agreement, Corvel was to enter into payor agreements with Payors who sponsored Preferred Provider Organization health plans. Corvel agreed to promote the providers as preferred providers in the CorCare PPO, and to "whenever possible ... refer Beneficiaries" to preferred providers.

46. The Preferred Provider Agreement did not authorize Corvel to contract on behalf of Providers for discounted reimbursement amounts with third parties who did not establish preferred provider or exclusive provider health care coverage plans that offered claimants financial incentives to seek medical services from PPO providers.

VI. CLASS ACTION ALLEGATIONS

62. This action is brought by Plaintiff individually and on behalf of the class persons defined infra, pursuant to Section 801 et seq. of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801 *et seq.*

A. **Class Definition**

63. The proposed class on whose behalf this action is brought is defined as follows (the "Class"):

All licensed healthcare providers in Illinois who: (a) submitted medical claims to Country; (b) received or were tendered partial payment but in an amount less than the submitted medical expenses based on a Corvel PPO discount, and (c) received or were tendered an amount less than the stated policy limits.

Excluded from the Plaintiff Class are members of the Illinois state judiciary, and Defendant and any entity in which they have controlling interest, including officers and directors and the members of their immediate families.

B. **Requirements for Class Certification**

64. As set forth *infra*, this action satisfies the requirements of Section 2-801 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801, making certification of this action as a class action appropriate.

1. **Numerosity**

65. The members of the Class, being geographically dispersed throughout Illinois and numbering in the thousands, are so numerous that joinder of them in a single action is impracticable.

2. **Adequacy of Representation**

66. Plaintiff can and will fairly and adequately represent and protect the interests of the Class, as (a) the claims of Plaintiff are substantially similar (if not identical to) those of

absent Class members, (b) there are questions of law or fact that are common to the Class and that overwhelmingly predominate over any individual issues, such that by prevailing on its own claims, Plaintiff necessarily will establish Country's liability as to all Class members, (c) without the Class representation provided by Plaintiff, virtually no Class members will receive legal representation or redress for their injuries, (d) Plaintiff and counsel have the necessary financial resources to adequately and vigorously litigate this class action, and (e) Plaintiff and Class counsel are aware of their fiduciary responsibilities to the class members and are determined diligently to discharge those duties by vigorously seeking the maximum possible recovery for the Class.

3. Common Questions of Law and Fact

67. There are questions of law and fact that are common to all class members, including *inter alia*:

- (a) Whether Country entered into a payor agreement, on the one hand, and Plaintiff and the Class provider agreements, on the other hand, such that Country is entitled to take PPO discounted reimbursement rates on bills submitted by Plaintiff and the Class;
- (b) Whether the applicable Payor Agreement, if any, contained terms requiring incentives be provided to the insured or beneficiary to use services of PPO providers (i.e., Plaintiff and the Class);
- (c) Whether Country reduced Plaintiff's and the Class member's medical bills under a valid PPO agreement;
- (d) Whether Country had an obligation to provide financial incentives to insured persons and beneficiaries to use network providers from whom it took PPO discounts;

- (e) Whether Country offered financial incentives to seek medical services from preferred providers;
- (f) Whether Country offered PPO policy endorsements;
- (g) Whether Country's application of PPO discounted reimbursement amounts is permissible under Illinois law;
- (h) Whether Country was unjustly enriched, and, if so, by what amount;
- (i) Whether Country's conduct constitutes statutory and/or common law fraud;
- (j) Whether Country authorized the issuance of EOBs to the Class representing that Country was entitled to take PPO discounted reimbursement amounts when it knew that it did not offer any preferred provider or exclusive provider health care coverage plans to its insured/beneficiaries to use the services of Plaintiff and the Class;
- (k) Whether Country engaged in an unfair or deceptive act or practice by applying PPO discounted reimbursement amounts to the reasonable charges of healthcare providers to whom it failed to steer or channel patients;
- (l) Whether Country made actionable false or misleading statements with regard to the application of PPO discounted reimbursement amounts; and
- (m) Whether Plaintiff and the Class have sustained damages and, if so, the proper measure of their damages.

68. These common questions of law or fact predominate over any questions or issues affecting individual Class members.

4. Appropriateness

69. A class action is an appropriate method for the fair and efficient adjudication of this controversy, given that:

(a) Common questions of law and fact overwhelmingly predominate over any individual questions that may arise, such that there would be enormous economies to the Court and the parties in litigating the common issues on a classwide instead of a repetitive individual basis;

(b) The size of each Class member's relatively small claim is too insignificant to make individual litigation an economically viable alternative, such that as a practical matter there is no "alternative" means of adjudication to a class action;

(c) Few Class members have any interest in individually controlling the prosecution of separate actions (any that do may opt out);

(d) Class treatment is required for optimal deterrence and compensation and for limiting the court-awarded reasonable legal expenses incurred by Class members;

(e) Despite the relatively small size of individual Class member's claims, their aggregate volume, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this class action to be litigated on a cost-effective basis, especially when compared with repetitive individual litigations; and

(f) No unusual difficulties are likely to be encountered in the management of this class action insofar as Country's liability turns on substantial questions of law or fact that are common to the Class, which predominate over any individual questions.

70. Country has improperly discounted thousands of medical bills based on Corvel PPO discounted rates. Healthcare providers are not aware of Country's sophisticated PPO scheme, and if they were the amount in controversy would be too small to justify the expense of pursuing individual litigation.

71. In contrast, on a classwide basis, Defendant has saved millions of dollars by accessing and using the discounted PPO rates of healthcare providers.

FRAUDULENT CONCEALMENT

72. Throughout the Class period, Country affirmatively misrepresented to Plaintiff and the Class, via uniform EOBs, that Country was entitled to PPO discounted reimbursement amounts, when Country knew that no preferred provider nor exclusive provider health care coverage plans had been established for the insured/beneficiaries of its insurance policies, and that it was providing no incentives to insured persons or beneficiaries to use the services of Plaintiff and the Class.

73. Country had a duty to disclose the true manner in which it obtained PPO discounts from Plaintiff and the Class, and the true manner in which it failed to provide incentives to insured persons and beneficiaries to obtain services from Plaintiff and the Class. Notwithstanding its duty to Plaintiff and the Class, Country never disclosed its PPO scheme.

74. Despite exercising reasonable diligence, Plaintiff and the Class could not have earlier discovered Country's wrongful PPO scheme, as described herein.

75. The running of the statute of limitations has been suspended with respect to any claims that Plaintiff or the Class have brought or could have brought as a result of the unlawful and fraudulent course of conduct described herein, because Country, through the affirmative acts and representations contained on its form EOBs, prevented discovery of the Silent PPO scheme. These acts lulled and induced Plaintiff and the Class into discovering their claim, and delayed its filing. Plaintiff and the Class were unable to earlier discover Country's scheme and unlawful conduct, or any of the facts which might have led to the discovery of its wrongdoing, with the exercise of due diligence.

76. Country is estopped from asserting any statute of limitations defense to the claims alleged herein by virtue of its acts of fraudulent concealment and by its illegitimate appropriation of PPO discounts. Country has also actively concealed the conduct alleged herein by, inter alia, suppressing disclosure of this information through wide-reaching confidentiality agreements it has negotiated with Corvel and by not disclosing to Plaintiff and the Class that it did not provide incentives to insured persons and beneficiaries to use the services of Plaintiff and the Class.

VII. CAUSES OF ACTION

COUNT I

(Violation of Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.))

77. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs, *supra*, as if fully set forth herein.

78. At all times relevant hereto, there was in full force and effect the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (“Consumer Fraud Act”).

79. Section 2 of Illinois’ Consumer Fraud Act provides, in relevant part:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use of or employment of any deceptive, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use of employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act,” approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby, In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

815 ILCS 505/1 (footnotes omitted).

80. Plaintiff and the Class are consumers within the meaning of the Consumer Fraud Act given that Country's practices were addressed to the market generally and/or otherwise implicate consumer protection concerns. The EOBs containing the fraudulent PPO discounts and under cover of which the discounts were taken were mailed to Plaintiff and the Class members with the intent that they would be relied upon. Further Defendant's employment of the silent PPO scheme damages the integrity and viability of PPO networks and damages the businesses of all healthcare providers by unlawfully reducing the reimbursement of medical services below their reasonable value.

81. Country has committed unfair or deceptive acts by engaging in the acts and practices alleged herein including, but not limited to,

- a. representing to Plaintiff and the class on EOBs that Country was entitled to apply PPO discounted reimbursement when Country knew that no preferred provider nor exclusive provider health care coverage plans had been established for the insured/beneficiaries of its insurance policies;
- b. applying PPO discounted reimbursement amounts to health care provider bills submitted to Country based upon preferred provider agreements entered into by the providers when Country had not established preferred provider nor exclusive provider health care coverage plans;
- c. operating a Silent PPO as that scheme is described herein;
- d. applying PPO discounted reimbursement amounts to health care provider bills when Country knew that no financial incentives had been

- provided to insured persons or beneficiaries to use the services of preferred providers;
- e. failing to provide incentives to insured persons or beneficiaries to use the services of a preferred provider;
 - f. representing to Plaintiff and the healthcare provider class on the EOBs issued by Country, or under its direction, that it was entitled to apply PPO discounted reimbursement amounts when in fact no valid payor agreements had been entered into requiring Country to provide incentives to its insured/beneficiaries to obtain their medical care from network providers;
 - g. misleading Plaintiffs and the Class into believing that they were preferred providers of Country's insured persons / beneficiaries, when in fact no preference for them had been created by Country;
 - h. applying discounted PPO rates to the amounts billed by, and owed to, Plaintiff and Class without disclosing the fact that Country did nothing to "prefer" the providers to insured persons or beneficiaries, and performed no steerage of patients to the provider.

82. Country intended that Plaintiff and the Class rely on the false pretenses, material deceptions, and unfair and deceptive practices alleged herein as to, *inter alia*, its right to claim PPO discounted rates.

83. Country's actions, which were willful and wanton, constitute intentional violations of the Consumer Fraud Act.

84. Country's unlawful, unfair and/or deceptive practices described herein are continuing in nature and are widespread practices. Plaintiff and the Class have been damaged as a proximate result of Country's course of conduct and violations of the Consumer Fraud Act.

85. Plaintiff and the Class members respectfully request an award of all compensable damages, and attorneys' fees, costs and expenses to be assessed against Country, within the limits set forth *infra*.

WHEREFORE, Plaintiff individually and on behalf the Class of persons described herein, prays for an Order of this Honorable Court as follows:

- A. Certifying the Statutory Fraud Count described herein;
- B. Designating Plaintiff as representative of the Class and counsel as Class counsel;
- C. Entering final judgment in favor of Plaintiff and the Class and against Defendant for all damages (but in no event shall the recovery to Plaintiff or any individual Class member exceed \$75,000), and for such other relief available by law, in an amount to be proven at trial;
- D. Entering final judgment in favor of Plaintiff and the Class and against Defendant reimbursing all allowable costs, including the reasonable fees and expenses of any necessary expert witnesses;
- E. Entering final judgment in favor of Plaintiff and the Class and against Defendant indemnifying them for their reasonable attorneys' fees, or in the alternative, allowing Class counsel's fees to be paid from any common fund created as a result of this action; and
- F. Such further relief as this Court deems just and appropriate.

COUNT II
(Common Law Fraud)

86. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs, *supra*, as if fully set forth herein.

87. Defendant uniformly represented to Plaintiff and the Class that it was discounting reimbursement for the medical services provided to their insured/beneficiaries based upon the preferred provider agreements entered into by the providers.

88. At the time Defendant made these representations, the representations were materially false and misleading in that:

- a. Country knew that it was taking preferred provider discounted reimbursement amounts on medical expense claims without providing incentives to the insured or policy beneficiaries to use network providers, such as Plaintiff;
- b. Country knew that it did not offer preferred provider or exclusive provider health care coverage plans to insured/beneficiaries, and, in particular offered no financial incentives to those insured/beneficiaries to prefer Plaintiff or the Class;
- c. Country knew that it had failed to disclose to providers from whom it was taking PPO discounted reimbursement amounts:
 - i. That its insurance policies did not have preferred provider nor exclusive provider health care coverage;
 - ii. That Corvel was being paid a percentage of the reduced reimbursement; and
 - iii. That Country did not provide incentives to insured persons or beneficiaries to use the services of Plaintiff or the Class

- d. Country knew, or should have known, that the agreements upon which it relied to discount the providers reimbursement amount mandated, pursuant to Illinois law, terms that required incentives be provided to the insured or beneficiary to use services of a network provider.

89. Defendant sent, or caused to be sent, to Plaintiff and the Class EOBs knowing those EOBs to be materially false, deceptive, and misleading under the circumstances, and that the EOBs implicated the existence of preferred provider or exclusive provider health care coverage plans that did not exist and that the providers from whom discounted reimbursement rates were being taken were being “preferred” to the insured/beneficiaries of the Defendant when they in fact were not.

91. As intended by the Defendant, Plaintiff’s and the Class relied upon the false and misleading representations being made by the Defendant to their detriment.

92. As a direct, proximate and intended result of the acts of the Defendant as aforesaid, Plaintiff and the Class were damaged in the amount of the PPO reduction taken by the Defendant.

WHEREFORE, Plaintiff individually and on behalf the Class of persons described herein, prays for an Order of this Honorable Court as follows:

- A. Certifying the Common Law Fraud Count described herein;
- B. Designating Plaintiff as representative of the Class and counsel as Class counsel;
- C. Entering final judgment in favor of Plaintiff and the Class and against Defendant for their damages (but in no event shall the recovery to Plaintiff

or any individual Class member exceed \$75,000), and for such other relief available by law;

- D. Entering final judgment in favor of Plaintiff and the Class and against Defendant requiring Defendant reimbursing all allowable costs, including the reasonable fees and expenses of any necessary expert witnesses; and
- E. Entering final judgment in favor of Plaintiff and the Class and against Defendant indemnifying them for their reasonable attorneys' fees, or in the alternative, allowing Class counsels' fees to be paid from any common fund created as a result of this action; and
- F. Such further relief as this Court deems just and appropriate.

COUNT III
Unjust Enrichment

107. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs, supra, as if fully set forth herein.

108. Plaintiff and the Class conferred benefits upon Country by providing healthcare services to Country insured persons and beneficiaries.

109. Plaintiff and the Class billed Country for the reasonable value for these necessary services.

110. Country improperly paid these bills at reduced PPO discounted reimbursement amounts.

111. Country provided no consideration to Plaintiff or the Class for Country's retention of PPO discounts.

112. Country has reaped the benefit of substantial monetary savings on medical expense claims by wrongfully, inequitably, and illegally applying PPO discounted reimbursement amounts to medical expense claims under its policies.

113. Country had knowledge that it reaped said financial benefits to the detriment of Plaintiff and the Class by knowingly accepting and retaining said benefits.

114. Such savings constitute unjust enrichment for Country and it would be inequitable under the circumstances for it to retain the benefits received from Plaintiff and the Class without paying the full value thereof to Plaintiff and the class.

WHEREFORE, Plaintiff individually and on behalf the Class of persons described herein, prays for an Order of this Honorable Court as follows:

- A. Certifying the Unjust Enrichment Count described herein;
- B. Designating Plaintiff as representative of the Class and counsel as Class counsel;
- C. Entering final judgment in favor of Plaintiff and the Class and against Defendant for all damages (but in no event shall the recovery to Plaintiff or any individual Class member exceed \$75,000), and for such other relief available by law, in an amount to be proven at trial;
- D. Entering final judgment in favor of Plaintiff and the Class and against Defendant reimbursing all allowable costs, including the reasonable fees and expenses of any necessary expert witnesses;
- E. Entering final judgment in favor of Plaintiff and the Class and against Defendant indemnifying them for their reasonable attorneys' fees, or in the

alternative, allowing Class counsel's fees to be paid from any common fund created as a result of this action; and

F. Such further relief as this Court deems just and appropriate.

COUNT IV
(Civil Conspiracy)

115. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs, supra, as if fully set forth herein.

116. Country knowingly and voluntarily entered into an agreement with PPO networks (such as Corvel) for the unlawful purpose of creating a Silent PPO and taking improper PPO discounts without providing incentives to insured persons or beneficiaries.

117. Country and its co-conspirator(s) agreed to accomplish their purpose through unlawful acts, namely the issuance of deceptive EOBs falsely stating that the reductions were due to PPO discounts, to which Defendant was in fact not entitled.

118. Country committed one or more overt acts in furtherance of the common scheme by engaging in the acts and practices alleged herein including, but not limited to, taking improper PPO discounts.

119. Country caused injury to Plaintiff and the Class through its wrongful acts.

WHEREFORE, Plaintiff individually and on behalf the Class of persons described herein, prays for an Order of this Honorable Court as follows:

- A. Certifying the Civil Conspiracy Count described herein;
- B. Designating Plaintiff as representative of the Class and counsel as Class counsel;
- C. Entering final judgment in favor of Plaintiff and the Class and against Defendant for all damages (but in no event shall the recovery to Plaintiff or

any individual Class member exceed \$75,000), and for such other relief available by law, in an amount to be proven at trial;

D. Entering final judgment in favor of Plaintiff and the Class and against

Defendant reimbursing all allowable costs, including the reasonable fees and expenses of any necessary expert witnesses;

E. Entering final judgment in favor of Plaintiff and the Class and against

Defendant indemnifying them for their reasonable attorneys' fees, or in the alternative, allowing Class counsel's fees to be paid from any common fund created as a result of this action; and

F. Such further relief as this Court deems just and appropriate.

DATED: April 12, 2007.

Respectfully submitted,

KATHLEEN ROCHE, D.C.,
Class Plaintiff,

By: KEITHAM

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