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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

LIBERTY MUTUAL INSURANCE : DOCKET NO. 04-2405
COMPANY
VS. : JUDGE TRIMBLE
DR. CLARK GUNDERSON, ET AL : MAGISTRATE JUDGE METHVIN

ORDER

Pursuant to the Memorandum Ruling of this date,

IT IS ORDERED that the motion for permanent injunction is hereby **GRANTED** in part and **DENIED** in part; pursuant to the Anti-Injunction Act¹ and the All Writs Act,² defendants, George Raymond Williams, M.D., Frank W. Lopez, M.D., Joseph Turk, D.C., The Barczyk Clinic, a Professional Chiropractic Corp, Fayez K. Shamieh, M.D. and Beutler-England Chiropractic Clinic are hereby **PERMANENTLY ENJOINED** from re-litigating in any court or administrative agency in the State of Louisiana against First Health Group, Inc. and/or its “authorized payors”³ the issues of (1) whether or not the First Health Provider Agreements are valid and enforceable because there are no prohibitions in the Louisiana Workers’ Compensation law that prevent a provider from agreeing to charge and receive discounted rates for the services they provide to occupationally ill or injured workers, and (2) whether or not First Health Group, Inc., as a group purchaser, or such

¹ 28 U.S.C. § 2283.

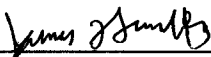
² 28 U.S.C. § 1651(a).

³ Authorized payors include those who can establish a contractual relationship with CCN and be properly identified in the payor lists pursuant to the CCN Provider Agreements.

agreements of CCN are exempt from the notice provisions required by Louisiana Revised Statute 40:2203.1; otherwise the motion is **DENIED**.

IT IS FURTHER ORDERED that the motion for oral argument (doc. #354) is hereby **DENIED** as the Court finds that it is not necessary.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, this 2nd day of November, 2009.



JAMES T. TRIMBLE, JR.
UNITED STATES DISTRICT JUDGE