

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

MARY CASEY,)	
)	
Plaintiff,)	
)	Case No.: 08-0201-CV-W-DGK
vs.)	
)	
COVENTRY HEALTH CARE OF KANSAS, INC.,)	
)	
Defendant.)	

**IF YOU ARE OR WERE A MEMBER OF
A COVENTRY HEALTH CARE OF KANSAS, INC. HMO PLAN
A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS**

A court authorized this notice. This is not a solicitation from a lawyer.

- A former member of a Health Maintenance Organization (“HMO”) has sued Coventry Health Care of Kansas, Inc. (“Coventry”), alleging a violation of a state regulation governing Missouri HMOs.
- The Court has allowed the lawsuit to be a class action on behalf of all individuals enrolled in Coventry’s Missouri HMO plans since May 30, 1998, on whom Coventry has imposed copayment and coinsurance charges for the same healthcare service.
- The Court has not decided whether Coventry owes you any money. There is no money available now. However, your legal rights may be affected if you are a class member, and you have a choice to make now if you are a class member:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from this case. But, you give up any rights to sue Coventry separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded and money or benefits are later awarded, you will not share in those. But, you keep any rights to sue Coventry separately about the same legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before **March 14, 2011**.
- Lawyers must prove the claims against Coventry at a trial set to start April 18, 2011. If money or benefits are obtained from Coventry, you will be notified about how to ask for a share and the documentation you may be asked to submit to claim your share.
- **Any questions? Read on.**

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BASIC INFORMATION

1. Why did I get this notice?

Coventry's records show that you now are, or were at one time, a member of an HMO plan which allowed your health care provider to charge you a coinsurance charge and a copayment charge on a single health service, and that you may have submitted a claim upon which such charges may have been imposed. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. If you are a class member, you have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Coventry on your behalf are correct, and, if so, whether class members have been harmed. You may be required at some future time to prove that, within the relevant time period, you were charged and paid both a copayment and a coinsurance charge on a single health care service. Judge Greg Kays of the United States District Court for the Western District of Missouri is overseeing this class action. The lawsuit is known as *Mary Casey v. Coventry Health Care of Kansas, Inc.*, Civil Action No. CV-08-00201-CV-W-DGK.

2. What is this lawsuit about?

This lawsuit claims that Coventry, in imposing a coinsurance and copayment charge for the same health service on some of its Missouri HMO members, violated a Missouri state regulation. Coventry denies this claim, denies any wrongdoing or liability, and has asserted certain defenses in the Action.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Mary Casey) sue on behalf of other people who have similar claims. The people together are a "class" or "Class Members." The person who sued—and all the Class Members like her—are called the Plaintiffs. The company they sued (in this case Coventry) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action. A class action is a legal proceeding in which a court may decide the claims and rights of many people in a single court proceeding. When the claims of the Class Representative are decided at trial, the result will be binding on all members of the class who do not exclude themselves.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

This lawsuit claims that Coventry, in imposing a coinsurance and copayment charge for the same health service on some of its Missouri HMO members, violated a Missouri state regulation. Coventry denies this claim, denies any wrongdoing or liability, denies that any such charging conduct violates the law and has asserted certain defenses in the lawsuit. This notice and the Court's class certification decision are not an expression by the Court of any opinion regarding the underlying merits of the lawsuit or the outcome of the lawsuit. Also, this notice contains only a summary of the lawsuit. All of the pleadings filed in the lawsuit can be inspected at the Charles Evans Whittaker United State Courthouse, located at 400 E. Ninth St., Kansas City, Missouri 64106.

6. How does Coventry answer?

Coventry denies that it did anything wrong and says that the regulation at issue does not prohibit such charges. Coventry states that the Missouri Department of Insurance, Financial Institutions, and Professional Registration reviewed Coventry's HMO plans with the copay / coinsurance feature and approved them for sale in Missouri.

7. Has the Court decided who is right?

The Court has previously decided that the regulation prohibits an HMO like Coventry from imposing copayment and coinsurance charges on the same service. By establishing the Class and issuing this notice, the Court is not suggesting that the Plaintiffs will ultimately win or lose this case. The Plaintiffs must prove their claims at a trial starting April 18, 2011. (See "The Trial" below on page 8.)

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for a refund of the coinsurance payments made by the class members during the relevant time period.

9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether Coventry caused damage to the HMO members. There is no guarantee that money or benefits ever will be obtained.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Kays decided that all individuals enrolled in Coventry's Missouri HMO plans since May 30, 1998, on whom Coventry has imposed copayment and coinsurance charges for the same healthcare service are class members.

11. Which current and former members are included?

Former HMO members are in the Class as long as they were members of a subject HMO Plan at any time from May 30, 1998, through October 31, 2010.

12. Are any Coventry HMO members not included in the Class?

If your Coventry HMO plan did not include a provision allowing both a copayment and coinsurance to be imposed on a single health care service, or if you never submitted a claim upon which such charges were imposed, you are NOT a Class Member.

13. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the lawyers in this case, at the phone number or address listed in question 23.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

14. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in, you may or may not need to prove that you paid both a copayment and coinsurance amount on the same health care service. Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, Coventry—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

15. Why would I ask to be excluded?

If you already have a similar lawsuit against Coventry and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial between Coventry and the Plaintiffs. However, you may then be able to sue or continue to sue Coventry for conduct that occurred or occurs at any time. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against Coventry after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Coventry, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

16. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Casey v. Coventry*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **March 14, 2011**, to: Casey v. Coventry Exclusions, **P.O. Box 0000, Kansas City, MO 00000-0000**.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court decided that the law firms of McGonagle Spencer, P.C., and Ralph K. Phalen, Attorney at Law, of Kansas City, Missouri, are qualified to represent you and all Class Members. Together the law firms are called “Class Counsel.”

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you are a member of the Class and you choose to remain a member of the Class, you may, at your option and at your own expense, enter an appearance in the lawsuit through your own legal counsel if you desire. If you are a member of the Class, remain in the Class and do not enter an appearance through your own attorney, you will be represented by Class Counsel, at no cost to you.

19. How will the lawyers be paid?

If Class Counsel obtain money or benefits for the Class, they may ask the Court for fees and expenses.

THE TRIAL

The Court has scheduled a trial to decide who is right in this case.

20. How and when will the Court decide who is right?

Class Counsel will have to prove the Plaintiffs' claims at a trial. The trial is set to start on April 18, 2011, at the Charles Evans Whittaker United States Courthouse, 400 E. Ninth St., Kansas City, Missouri 64106. During the trial, the Judge will hear all of the evidence to help him reach a decision about whether the Plaintiffs or Coventry is right about the claims in the lawsuit.

21. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and Coventry will present the defenses. You or your own lawyer are welcome to come at your own expense.

22. What do I have to do to get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial, you will be notified about how to participate. We do not know how long this will take. You may or may not be required to either appear in court or submit documents proving that you actually paid both a copayment and coinsurance charge on the same health care service in order to receive any money from the lawsuit.

GETTING MORE INFORMATION

23. Are more details available?

You may visit the Courthouse at located at 400 E. Ninth St., Kansas City, Missouri 64106, where you will find the Court's Order Granting Class Certification, the Complaint that the named Plaintiff submitted, Coventry's Answer to the Complaint, and other court filings. You may also speak to one of the Plaintiff's lawyers by contacting them at the following:

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