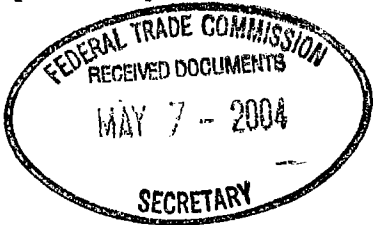


[PUBLIC]

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION



_____)	
In the Matter of)	
)	
EVANSTON NORTHWESTERN HEALTHCARE)	
CORPORATION,)	Docket No. 9315
)	
and)	Honorable Stephen J. McGuire
)	
EHN MEDICAL GROUP, INC.,)	
Respondents.)	
_____)	

MOTION FOR EXTENSION OF TIME TO FILE
MOTION TO LIMIT SUBPOENA DUCES TECUM

UNICARE HEALTH PLANS OF THE MIDWEST, INC. (“UNICARE”), by its attorneys, Donald A. Murday, Elizabeth G. Doolin and Chittenden, Murday & Novotny LLC, in accordance with the provisions of the Federal Trade Commission Act, and pursuant to Section 3.22 of the Federal Trade Commission Rules of Practice, moves for an extension of time to file its motion to limit or quash Subpoena Duces Tecum and to comply with Section 3.38A. In support of its motion, UNICARE states as follows:

1. Respondents served UNICARE with a Subpoena Duces Tecum issued April 19, 2004, which was received by UNICARE’s Law Department on April 28, 2004, with a compliance date of May 17, 2004 (“Subpoena”). The Subpoena has forty-three (43) requests, six of which contain subparagraphs totaling twenty-six subparagraphs and seeks a vast number of documents and a vast amount of information from January 1, 1992 to the present. A true and correct copy of the Subpoena is attached hereto as Exhibit A.

2. Counsel for UNICARE is presently engaged in reviewing the subpoena and forming an opinion as to UNICARE's response thereto. In light of the documents sought and the complexity of the issues presented, UNICARE and its counsel require a reasonable amount of time to make this evaluation.

3. In light of the voluminous nature of the subpoena, UNICARE needs additional time to evaluate the requests to determine whether and to what extent a motion to quash or limit the Subpoena may be required and to confer with counsel for Respondents pursuant to Section 3.22(f), in order to attempt to resolve objections that may arise.

4. Counsel for UNICARE has exchanged voicemail messages with counsel for Respondents, David Dahlquist, to seek an agreed thirty (30) day extension of time for UNICARE to file its motion to quash or limit the Subpoena and to comply with Section 3.38A. Mr. Dahlquist indicated, via voicemail, that he had no objection to UNICARE's request.

4. UNICARE, after receiving and reviewing the Subpoena promptly began its efforts to retain Chittenden, Murday & Novotny LLC and is filing this motion as soon as reasonably possible under the circumstances. This motion is brought in good faith and will not unnecessarily delay these proceedings or prejudice any of the parties to this Litigation.

WHEREFORE, UNICARE seeks a thirty-day (30) extension of time to file its motion to quash or limit the Subpoena and to comply with Section 3.38A to and including June 9, 2004.

Respectfully submitted,

CHITTENDEN, MURDAY & NOVOTNY LLC

By: 
One of the Attorneys for UNICARE HEALTH
PLANS OF THE MIDWEST, INC.

Donald A. Murday
Elizabeth G. Doolin
CHITTENDEN, MURDAY & NOVOTNY LLC
303 West Madison Street, Suite 1400
Chicago, Illinois 60606
(312) 281-3600
(312) 281-3678 (fax)

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EXHIBIT "A"



SUBPOENA DUCES TECUM

Issued Pursuant to Rule 3.34(b), 16 C.F.R. § 3.34(b)(1997)

1. TO
UNICARE HEALTH PLANS OF THE MIDWEST, INC.
c/o Jay R. Naftzger
233 S. Wacker Drive, Suite 3900
Chicago, IL 60606

2. FROM
UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to produce and permit inspection and copying of designated books, documents (as defined in Rule 3.34(b)), or tangible things - or to permit inspection of premises - at the date and time specified in Item 5, at the request of Counsel listed in Item 9, in the proceeding described in Item 6.

3. PLACE OF PRODUCTION OR INSPECTION

Winston & Strawn LLP
1400 L Street, N.W.
Washington, D.C. 20005

4. MATERIAL WILL BE PRODUCED TO

David Dahlquist, Esq.

5. DATE AND TIME OF PRODUCTION OR INSPECTION

May 17, 2004

6. SUBJECT OF PROCEEDING

In the Matter of Evanston Northwestern Healthcare Corporation, et al., Docket No. 9315

See Attached Schedule A

RECEIVED

APR 28 2004

7. MATERIAL TO BE PRODUCED

UNICARE-LEGAL DEPARTMENT

8. ADMINISTRATIVE LAW JUDGE

The Honorable Stephen J. McGuire
Federal Trade Commission
Washington, D.C. 20580

9. COUNSEL REQUESTING SUBPOENA

Michael L. Sibarium
Charles B. Klein
Winston & Strawn LLP
1400 L Street, N.W.
Washington, D.C. 20005

DATE ISSUED

APR 19 2004

SECRETARY'S SIGNATURE

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any motion to limit or quash this subpoena be filed within the earlier of 10 days after service or the time for compliance. The original and ten copies of the petition must be filed with the Secretary of the Federal Trade Commission, accompanied by an affidavit of service of the document upon counsel listed in Item 9, and upon all other parties prescribed by the Rules of Practice.

TRAVEL EXPENSES

The Commission's Rules of Practice require that fees and mileage be paid by the party that requested your appearance. You should present your claim to counsel listed in Item 9 for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from counsel listed in Item 9.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

SCHEDULE A**INSTRUCTIONS**

A. Unless otherwise specified, the time period addressed by this Schedule is January 1, 1997 through the present day. All references to year refer to a calendar year.

B. If you have produced documents responsive to this Schedule in the course of the pre-complaint investigation of this matter, FTC File No. 0110234, those documents need not be produced again so long as such documents are identified by Bates range or comparable means in your response to this subpoena.

Have
we ?

C. If any document requested is withheld pursuant to a claim of privilege or any similar claim, the claim must be asserted no later than the return date of this Subpoena. In addition, you must submit, together with the claim of privilege, a log stating the following information for each data item withheld: (a) the specifications and sub-specifications for which the data is responsive; (b) the type or specific subject matter, and date of the data; (c) the names, addresses, positions, and organizations of all authors and recipients of the data; and (d) the specific grounds for claiming that the data is privileged with sufficient particularity and detail to permit the Administrative Law Judge to adjudicate the validity of such claim. If only some portion of any responsive information or data is privileged, all non-privileged portions of the information or data must be submitted.

D. With respect to specific documents produced in response to this Schedule, each document provided shall be complete and, unless privileged, unredacted and submitted as found in your files (e.g. documents that in their original condition were stapled, clipped or otherwise fastened together shall be produced in such form). You may submit photocopies (with color photocopies where necessary to interpret the document) in lieu of original documents, provided

that such copies are accompanied by an affidavit of an officer of Your Company stating that the copies are true, correct and complete copies of the original documents.

E. Each document produced by you in response to this Schedule should be marked with corporate identification and consecutive document control numbers. To the extent you produced documents in the course of the pre-complaint investigation of this matter, FTC File No. 0110234, please use a different pre-fix on documents produced in response to this Schedule. In addition, all documents produced in response to the Schedule shall be organized and labeled to correspond with each request or any part thereof.

BATES
LABELED

F. In the event that any document referred to or identified has been destroyed or otherwise disposed of, that document is to be identified by (i) the author; (ii) the addressee, including persons to whom blind copies were addressed; (iii) the date; (iv) the subject matter; (v) the number of pages, attachments or appendices; (vi) all persons to whom the document was distributed, shown or explained; (vii) a description of the circumstances under which the document was destroyed or disposed of; (viii) the date of destruction or other disposition; (ix) the person who destroyed or disposed of the document; and (x) the person who directed or authorized such destruction or disposition.

G. This Schedule is continuing and any document obtained subsequent to production that would have been produced had it been available or its existence been known at the time of production shall be produced forthwith.

H. This Schedule is intended to include all requested documents in the possession, custody or control of Your Company and all individuals purporting to act on its behalf, wherever located and by whomever prepared.

I. Reference to an individual shall also refer to that individual's predecessors and successors in interest, direct or indirect, and his or her heirs, employees, assigns, trusts, estates, attorneys and agents.

J. Reference to an entity shall also refer to that entity's companies corporations divisions, departments, associations, partnerships, joint ventures, trusts, subsidiaries, affiliates, and any other forms of business or commercial organization or arrangement, predecessors and successors in interest, direct or indirect, and its past, present and future partners, associates, officers, directors, shareholders, principals, employees, representatives, assigns, advisors, attorneys and agents.

K. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive. The word "including" shall be construed to mean without limitation. The terms "each" and "all" are to be constructed as a request that every document or piece of information be identified separately.

L. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense, so as to make the request inclusive rather than exclusive

M. The singular includes the plural, and vice versa.

N. The production of documents pursuant to this subpoena is subject to the terms and conditions of the attached Protective Order.

O. Any questions you have relating to the scope or meaning of anything in this Schedule or any suggestions for possible modifications thereto should be directed to David E. Dahlquist at (312) 558-5660 or ddahlquist@winston.com. A response to this Subpoena shall be addressed to the attention of David E. Dahlquist, Esq., Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601-9703.

DEFINITIONS

A. The terms "constitute," "contain," "discuss," "analyze," or "relate to" mean constituting, reflecting, respecting, regarding, concerning, pertaining to, referring to, relating to, stating, describing, recording, noting, embodying, memorializing, containing, mentioning, studying, assessing, analyzing or discussing.

B. The term "document" is used herein in the broadest sense permissible under Federal Trade Commission Rule of Practice 3.34(b) and includes, without limitation, writings, drawings, graphs, charts, handwritten notes, film, photographs, audio and video recordings and any such representations stored on a computer, a computer disk, CD-ROM, magnetic or electronic tape, or any other means of electronic storage, and other compilations from which information can be obtained in machine-readable form (translated, if necessary, into reasonably usable form by the person subject to the Subpoena). The term "documents" includes electronic mail and drafts of documents, copies of documents that are not identical duplicates of the originals, and copies of documents the originals of which are not in your possession, custody or control.

C. The term "ENH" means Evanston Northwestern Healthcare Corporation (including Evanston Hospital, Glenbrook Hospital, and Highland Park Hospital), its parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents, and representatives of the foregoing. The terms "subsidiary," "affiliate" and "joint venture" refer to any person in which there is partial (25 percent or more) or total ownership or control between ENH and any other person.

D. The term "ENH/Highland Park transaction" means the merger between ENH and Highland Park Hospital which was consummated in January 2000.

E. The term "ENH Medical Group" means ENH Medical Group, Inc., its predecessors and affiliates.

F. The term "Geographic Area" means Lake, Cook, Kane, Kendall, and McHenry counties in Illinois.

G. The term "health care facility" means a hospital, health maintenance organization facility, ambulatory care center, first aid or other clinic, urgent care center, free-standing emergency care center, imaging center, ambulatory surgery center and all other entities that provide health care services.

H. The term "health care service" means a medical or surgical service or procedure performed at a health care facility.

I. The term "hospital" is a type of health care facility that provides, among other services, inpatient health care services.

J. The term "Highland Park" means Highland Park Hospital, its parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents, and representatives of the foregoing.

K. The term "Highland Park IPA" means the Highland Park Independent Physician Association.

L. The term "licensed beds" means beds recognized, authorized, or approved by the State of Illinois.

M. The term "third party payor" means a person other than a natural person that pays any health care expenses of any other person, and all of its directors, officers, employees, agents and representatives. Third party payor includes, but is not limited to: Blue Cross and Blue Shield plans, commercial insurance companies, health maintenance organizations, preferred provider

organizations, competitive medical plans, union trust funds, multiple employer trusts, corporate or governmental self-insured health benefit plans, Medicare, Medicaid, or CHAMPUS.

N. The terms "you" or "Your Company" mean UniCare Health Plans of the Midwest, Inc. and any of its subsidiaries, affiliates or predecessors that are licensed as health maintenance organizations or that offer any form of health insurance product of the variety known as point of service products.

DOCUMENTS TO BE PRODUCED

1. From January 1, 1992 to the present day, all contracts between any third party payor (including, but not limited to, Your Company) and any health care facility in the Geographic Area, including all amendments, appendices, and related documents reflecting any contract terms.

2. All documents referring or relating in any manner to the criteria or factors used by Your Company in selecting which health care facility to contract with, and all documents that apply those criteria to such health care facilities.

3. Documents (in electronic form if they exist) sufficient to establish the number of enrollees (including monthly enrollment numbers), subscribers or patients, and the number of employer-subscribers, for all managed health care plans sponsored or administered by Your Company.

4. All documents relating to competition among third party payors relating to health care facilities in the Geographic Area, including but not limited to the desirability or necessity of entering into contracts with particular health care facilities in the Geographic Area, including
ENH.

5. All documents relating to competition in the provision of any health care service in the Geographic Area including, but not limited to, market studies, forecasts, and surveys, and all other documents relating to:

- (a) the market share or competitive position of any health care facility
- (b) the quality of care provided by any health care facility;
- (c) the relative strength or weakness of health care facilities providing any health care service;
- (d) supply and demand conditions; ?
- (e) health care facility preferences or perceptions of employers, consumers, brokers, unions, associations, patients or customers who reside, or physicians who practice, in any portion of the Geographic Area;
- (f) the preference of third party payors (including, but not limited to, Your Company) for health care facilities that include health care facilities located in any portion of the Geographic Area; or
- (g) any analysis of alternative medical or surgical procedures which may affect the time spent by any inpatient in a hospital for the time period from January 2000 to the present.

6. All documents describing, comparing or evaluating the services, the quality of services, the cost of services, the staff, or the facilities of hospitals in the Geographic Area including, but not limited to, Evanston Hospital, Glenbrook Hospital and Highland Park.

7. All documents relating to any study, analysis, report, summary or tabulation regarding any characteristic of any patients admitted or discharged from any hospital in the Geographic Area, including such characteristics as: age; place of residence; type of admission;

principal diagnosis; procedures performed; charges; payments; admitting physician, physician group or physician organization; category of third party payor affiliation.

8. All documents relating to Your Company's negotiation of contracts with any hospital in the Geographic Area, including but not limited to all documents relating to any determination of whether or not to negotiate with any particular hospital, any actual or potential termination of such contracts, any decision to later reopen negotiations after termination, and any refusal by ENH or any other hospital to negotiate or agree upon terms with any third party payor.

9. All documents analyzing, summarizing, describing, referring or relating in any manner to Your Company's contracts, contract proposals or negotiations with any hospital in the Geographic Area.

10. All documents referring or relating in any manner to any third party payor's (including, but not limited to Your Company's) pre-certification and medical management policies, procedures, or protocols (including, but not limited to, concurrent reviews, referrals, etc.) applicable to any hospital in the Geographic Area.

11. All documents sufficient to show for any third party payor (including Your Company) and, if available, for each product sold by such third party payor:

(a) the total number of members, subscribers, enrollees, or patients who have been admitted to or discharged from each hospital in the Geographic Area;

(b) the total number of members, enrollees, subscribers or patients who reside in the Geographic Area and who have been admitted to or discharged from each hospital in the Geographic Area;

(c) the total dollar amount billed by and paid to each hospital in the Geographic Area on behalf of members, subscribers, enrollees or patients residing in the Geographic Area; and

(d) the hospital days per thousand of your enrollees.

12. All documents (in machine readable data if available) sufficient to establish separately for each enrollee, subscriber or patient of Your Company who resides in the Geographic Area and who was admitted to a hospital:

- (a) the zip code of the patient's residence;
- (b) the date of admission;
- (c) the principal diagnosis;
- (d) the number of hospital days for that admission;
- (e) the amounts billed and paid by Your Company for that admission; and
- (f) the identity of the admitting physician for that admission.

13. Documents sufficient to establish for each year the total number of treatments by International Classification of Diseases (ICD) codes (whether or not resulting in an admission) and the total amount billed to and paid by Your Company to each health care facility in the Geographic Area for all services for inpatient services and for emergency room or other ambulatory or clinic services.

14. All documents describing, discussing, summarizing or analyzing the utilization of hospitals in the Geographic Area by enrollees in any managed health care plan you sponsor or administer.

15. Documents (in machine readable form if available) sufficient to identify the physicians participating in any managed health care plan that Your Company sponsors or

administers who have admitting privileges at any hospital in the Geographic Area and, as to each such physician, documents sufficient to establish:

- (a) the location of the physician's office or offices;
- (b) the physician's medical specialty;
- (c) the physician's Universal Provider Identification Number;
- (d) the physician's Illinois license number;
- (e) any other identification number your plan assigns to the physician;
- (f) the aggregate number of admissions of enrollees in the managed health

care plans that you sponsor or administer that the physician made each year at each hospital;

(g) the total amount billed or paid to each hospital each year as a result of that physician's admissions to the respective hospitals;

(h) the aggregate number of outpatient procedures performed on enrollees in the managed health care plans that you sponsor or administer that the physician made each year at each health care facility; and

(i) the total amount billed or paid to each health care facility each year as a result of that physician's outpatient procedures performed to the respective health care facility.

16. All documents referring or relating in any manner to the shift or diversion, or impediments to diversion, of patients or any category of patients to or from any hospital or any health care facility in the Geographic Area by any third party payor, including, but not limited to, Your Company.

17. All speeches, articles, press releases, publications correspondence with public agencies or authorities, or testimony of management of Your Company regarding (i) the merger, consolidation or combination of hospitals generally, (ii) the merger, consolidation or combination of particular hospitals in the Geographic Area or (iii) the role of academic or teaching hospitals.
18. All documents referring or relating in any manner to any offer to or by any third party payor (including, but not limited to, Your Company) to designate any hospital in the Geographic Area as its sole preferred provider within a network for any category of services or for any group of enrollees or physicians or for any geographic area that includes any portion of the Geographic Area.
19. All documents referring or relating to any complaint by Your Company that any health care facility in the Geographic Area (including, but not limited to, ENH) is not acting competitively, is violating the antitrust law, or is competing unfairly.
20. All documents referring or relating to any complaint by Your Company that any health care facility in the Geographic Area (including, but not limited to, ENH) is raising the rates on its charge master without notice.
21. All documents referring or relating in any manner to the ENH/Highland Park transaction.
22. All print advertisements and the texts of any radio or television advertisements that refer or relate to any health care facility, and a representative sample of all sales and promotional literature of Your Company.
23. All proposals to employers, sponsors, employer groups, unions, agencies, counties or municipalities that discuss hospitals located in the Geographic Area.

24. Documents sufficient to show all managed health care plans or products offered by Your Company including documents relating to development of those plans, and the terms and conditions and the services provided by such plans.

25. All documents referring or relating in any manner to the basis upon which (i) employers select or are perceived to select among third party payors, or (ii) enrollees select or are perceived to select among third party payors.

26. All documents constituting, referring or relating to any complaints by physicians, subscribers, enrollees or patients regarding any decision of any third party payor (including Your Company) to direct a patient, enrollee or subscriber to a hospital for admission or to a physician for diagnosis or treatment other than the hospital or physician to which such enrollee, patient or subscriber (or a physician on his or her behalf) originally sought admission or treatment.

27. Documents referring or relating to any third party payor's (including Your Company's) policies, guidelines or practices relating to utilization of hospitals in the Geographic Area including, but not limited to, provider manuals; member handbooks; documents relating to utilization review criteria and usage of hospitals; and any other documents that define or distinguish between primary, secondary or tertiary hospitals for any purpose.

28. All documents relating to actual or proposed "carve out" or tiered services contracts pursuant to which Your Company has agreed to divert patients for services to any provider other than ENH.

29. All documents relating to the Northwestern Healthcare Network since its inception.

30. All documents that discuss the use or potential use of alternative contracting methodologies, including but not limited to discount off list pricing or per diem pricing.

31. All documents that discuss the creation of any physician networks in the Geographic Area, including, but not limited to, the costs of creating such networks.
32. All documents relating to contracting with physician groups in the Geographic Area, including, but not limited to, the ENH Medical Group and the Highland Park IPA.
33. All documents that discuss the relative benefits of the use of Medicare's Resource Based Relative Value System to determine the amount of pay for physician services.
34. All documents relating to the relative costs, burdens, and/or benefits of negotiating contracts using the messenger models.
35. All documents relating to the way in which Your Company processes payments to physicians with contracts with multiple entities, such as multiple independent physician associations.
36. All subpoenas received from U.S. Federal Trade Commission in connection with the ENH/Highland Park transaction.
37. All correspondence with, and documents that constitute any indices of documents produced to, the U.S. Federal Trade Commission in connection with the ENH/Highland Park transaction.
38. All documents related to any increase in insurance premiums that Your Company asserts was caused by the ENH/Highland Park transaction.
39. All documents reflecting any communications with your customers (including but not limited to brokers, employers, associations or unions) about the rates charged by any hospitals in the Geographic Area.
40. All documents which constitute any training manuals, manuals, or guides (or similar documents) which demonstrate common techniques used by your contract negotiations.

41. All documents which constitute process flow diagrams related to contracting with, or reimbursement of providers or healthcare facilities, and organizational charts.

42. All documents referring or relating to any policies, theories or practices of paying different prices to health care facilities based on the quality of care provided at the facility.

43. All documents referring or relating in any manner to hospitals identified by Your Company as "centers of excellence" or any equivalent applications meant to connote the highest quality of hospital care for any service.

DC:355671.1

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**

In the matter of

**EVANSTON NORTHWESTERN HEALTHCARE
CORPORATION,**

and

ENH MEDICAL GROUP, INC.,
Respondents.

Docket No. 9315

**PROTECTIVE ORDER
GOVERNING DISCOVERY MATERIAL**

For the purpose of protecting the interests of the parties and third parties in the above captioned matter against improper use and disclosure of confidential information submitted or produced in connection with this matter:

IT IS HEREBY ORDERED THAT this Protective Order Governing Confidential Material ("Protective Order") shall govern the handling of all Discovery Material, as hereafter defined.

DEFINITIONS

1. "Evanston Northwestern Healthcare Corporation" means Evanston Northwestern Healthcare Corporation, a corporation organized and existing under the laws of the State of

Illinois, with its principal place of business at 1301 Central Street, Evanston, Illinois 60201, and its predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures.

2. "Evanston Northwestern Medical Group" means Evanston Northwestern Medical Group, a corporation organized and existing under the laws of the State of Illinois, with its principal place of business at 1301 Central Street, Evanston, Illinois 60201, and its domestic parent, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures.

3. "Commission" or "FTC" means the Federal Trade Commission, or any of its employees, agents, attorneys, and all other persons acting on its behalf, excluding persons retained as consultants or experts for purposes of this Matter.

4. "Confidential Discovery Material" means all Discovery Material that is confidential or proprietary information produced in discovery. These are materials that are referred to in, and protected by, section 6(f) of the Federal Trade Commission Act, 15 U.S.C. § 46(f); section 4.10(a)(2) of the FTC Rules of Practice, 16 C.F.R. § 4.10(a)(2); section 26(e)(7) of the Federal Rules of Civil Procedure, 28 U.S.C. § 26(e)(7); and precedents thereunder. Confidential Discovery Material shall include non-public commercial information, the disclosure of which would likely cause commercial harm to the Producing Party. The following is a non-exhaustive list of examples of information that likely will qualify for treatment as Confidential Discovery Material: strategic plans (involving pricing, marketing, research and development, corporate alliances, or mergers and acquisitions) that have not been revealed to the public; trade secrets; customer-specific evaluations or data (e.g., prices, volumes, or revenues); personnel files and evaluations; information subject to confidentiality or non-disclosure agreements; proprietary

financial data or projections; proprietary consumer, customer or market research or analyses applicable to current or future market conditions, the disclosure of which could reveal Confidential Discovery Material; payor contracts not currently in force that do not qualify for designation as Restricted Confidential Discovery Material; and documents discussing specific prices to be charged, strategic plans, physician performance, or utilization review. Discovery material will not be considered confidential if it is in the public domain.

5. "Counsel of Record" means counsel who have filed notices of appearance in this matter.
6. "Disclosing Party" means a Party that is disclosing or contemplating disclosing Discovery Material pursuant to this Protective Order.
7. "Discovery Material" includes deposition testimony, deposition exhibits, interrogatory responses, admissions, affidavits, declarations, Documents produced pursuant to compulsory process or voluntarily in lieu of process, and any other Documents or information produced or given to one Party by another Party or by a Third Party in connection with discovery in this Matter. Information taken from Discovery Material that reveals its substance shall also be considered Discovery Material.
8. "Document" means the complete original, or a true, correct, and complete copy, and any non-identical copies, of any written or graphic matter, no matter how produced, recorded, stored, or reproduced, and includes all drafts and all copies of every writing, record, or graphic that contain any commentary, notes, or marking that does not appear on the original. "Document" includes, but is not limited to, every writing, letter, envelope, telegram, e-mail, meeting minute, memorandum, statement, affidavit, declaration, book, record, survey, map, study, handwritten

note, working paper, chart, index, tabulation, graph, drawing, chart, photograph, tape, phonorecord, compact disc, video tape, data sheet, data processing card, printout, microfilm, index, computer readable media or other electronically stored data, appointment book, diary, diary entry, calendar, organizer, desk pad, telephone message slip, note of interview or communication, or any other data compilation from which information can be obtained.

9. "Expert/Consultant" means testifying or consulting experts, and their assistants, who are retained to assist Complaint Counsel or Respondents' counsel in preparation for the hearing or to give testimony at the hearing.

10. "Matter" means the matter captioned *in the Matter of Evanston Northwestern Healthcare Corporation and Evanston Northwestern Medical Group*, Docket Number 9315, pending before the Federal Trade Commission, and all subsequent appellate or other review proceedings related thereto.

11. "Outside Counsel" means (1) the law firm or firms that are counsel of record for Respondents in this Matter and their associated attorneys, with the exception of any such attorney who is also a director, officer or employee of either Respondent; (2) other persons regularly employed by such law firm(s), including, but not limited to, legal assistants, clerical staff, and information management personnel; and (3) temporary personnel, outside vendors or other agents retained by such law firm(s) to perform legal or clerical duties, or to provide logistical litigation support with regard to this Matter. The term Outside Counsel does not include persons retained as consultants or experts for the purposes of this Matter.

12. "Party" means either the FTC, Evanston Northwestern Healthcare Corporation, or Evanston Northwestern Medical Group.
13. "Person" means any natural person, business entity, corporate entity, sole proprietorship, partnership, association, governmental entity, or trust.
14. "Producing Party" means a Party or Third Party that produced or intends to produce Confidential Discovery Material to any of the Parties. With respect to Confidential Discovery Material of a Third Party that is in the possession, custody, or control of the FTC, or has been produced by the FTC in this Matter, the Producing Party shall mean the Third Party that originally provided the Confidential Discovery Material to the FTC. The Producing Party shall also mean the FTC for purposes of any Document or Discovery Material prepared by, or on behalf of, the FTC.
15. "Respondents" means Evanston Northwestern Healthcare Corporation and Evanston Northwestern Medical Group.
16. "Restricted Confidential Discovery Material" means Confidential Discovery Material stamped "Restricted Confidential Discovery Material" that contains non-public, current information that is highly sensitive the disclosure of which would likely cause substantial commercial harm to the Producing Party. The following is a non-exhaustive list of examples of information that likely will qualify for treatment as Restricted Confidential Discovery Material: marketing plans; pricing plans; financial information; trade secrets; documents discussing physician performance; payer contracts currently in force; or payer contracts not currently in

force, but the disclosure of which would likely cause substantial commercial harm. It is the intention of the Parties that this particularly restrictive designation will not be used more than is reasonably necessary.

17. "Third Party" means any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Matter, and their employees, directors, officers, attorneys, and agents.

TERMS AND CONDITIONS OF PROTECTIVE ORDER

1. Discovery Material, or information derived therefrom, shall be used solely by the Parties for purposes of Matter, and shall not be used for any other purpose, including without limitation any business or commercial purpose, except that with notice to the Producing Party, a Party may apply to the Administrative Law Judge for approval of the use or disclosure of any Discovery Material, or information derived therefrom, for any other proceeding. Provided, however, that in the event that the Party seeking to use Discovery Material in any other proceeding is granted leave to do so by the Administrative Law Judge, it will be required to take appropriate steps to preserve the confidentiality of such material. Additionally, in such event, the Commission may only use or disclose Discovery Material as provided by (1) its Rules of Practice, Sections 6(f) and 21 of the Federal Trade Commission Act and any cases so construing them; and (2) any other legal obligation imposed upon the Commission. The Parties, in conducting discovery from Third Parties, shall attach to such discovery requests a copy of this Protective Order and a cover letter that will apprise such Third Parties of their rights hereunder.

2. This paragraph concerns the designation of material as "Confidential" and "Restricted Confidential, Attorney Eyes Only."

(a) Designation of Documents as CONFIDENTIAL - FTC Docket No. 9315.

Discovery Material may be designated as Confidential Discovery Material by Producing Parties by placing on or affixing, in such manner as will not interfere with the legibility thereof, the notation "CONFIDENTIAL - FTC Docket No. 9315" (or other similar notation containing a reference to this Matter) to the first page of a document containing such Confidential Discovery Material, or, by Parties by instructing the court reporter to denote each page of a transcript containing such Confidential Discovery Material as "Confidential." Such designations shall be made within fourteen days from the initial production or deposition and constitute a good-faith representation by counsel for the Party or Third Party making the designations that the document constitutes or contains "Confidential Discovery Material."

(b) Designation of Documents as "RESTRICTED CONFIDENTIAL, ATTORNEY EYES ONLY - FTC Docket No. 9315."

In order to permit Producing Parties to provide additional protection for a limited number of documents that contain highly sensitive commercial information, Producing Parties may designate documents as "Restricted Confidential, Attorney Eyes Only, FTC Docket No. 9315" by placing on or affixing such legend on each page of the document, or, by Parties by instructing the

court reporter to denote each page of a transcript containing such highly sensitive commercial information as "Restricted Confidential, Attorney Eyes Only." Such designations shall be made within fourteen days from the initial production or deposition and constitute a good-faith representation by counsel for the Party or Third Party making the designations that the document constitutes or contains material that should be considered "Restricted Confidential, Attorney Eyes Only." All deposition transcripts shall be treated as Restricted Confidential, Attorney Eyes Only until the expiration of the fourteen days after the publication of the transcript.

It is anticipated that documents to be designated Restricted Confidential, Attorney Eyes Only may include certain marketing plans, sales forecasts, business plans, the financial terms of contracts, operating plans, pricing and cost data, price terms, analyses of pricing or competition information, and limited proprietary personnel information; and that this particularly restrictive designation is to be utilized for a limited number of documents. Documents designated Restricted Confidential, Attorney Eyes Only may be disclosed to Outside Counsel, Complaint Counsel, and to Experts/Consultants (paragraph 4(c), hereof). Such materials may not be disclosed to witnesses or deponents at trial or deposition (paragraph 4 (d) hereof), except in accordance with subsection (c) of this paragraph 2. In all other respects, Restricted Confidential, Attorney Eyes Only material shall be treated as Confidential Discovery Material and all references in this Protective Order and in the exhibit hereto to Confidential Discovery Material shall include documents designated Restricted Confidential, Attorney Eyes Only.

(c) Disclosure of Restricted Confidential, Attorney Eyes Only Material To Witnesses or Deponents at Trial or Deposition.

If any Party desires to disclose Restricted Confidential, Attorney Eyes Only material to witnesses or deponents at trial or deposition, the disclosing Party shall notify the Producing Party of its desire to disclose such material. Such notice shall identify the specific individual to whom the Restricted Confidential, Attorney Eyes Only material is to be disclosed. Such identification shall include, but not be limited to, the full name and professional address and/or affiliation of the identified individual. The Producing Party may object to the disclosure of the Restricted Confidential, Attorney Eyes Only material within five business days of receiving notice of an intent to disclose the Restricted Confidential, Attorney Eyes Only material to an individual by providing the disclosing Party with a written statement of the reasons for objection. If the Producing Party timely objects, the disclosing Party shall not disclose the Restricted Confidential, Attorney Eyes Only material to the identified individual, absent a written agreement with the Producing Party, order of the Administrative Law Judge or ruling on appeal. The Producing Party lodging an objection and the disclosing Party shall meet and confer in good faith in an attempt to determine the terms of disclosure to the identified individual. If at the end of five business days of negotiating the parties have not resolved their differences or if counsel determine in good faith that negotiations have failed, the disclosing Party may make written application to the Administrative Law Judge as provided by paragraph 6(b) of this Protective Order. If the Producing Party does not object to the disclosure of Restricted Confidential, Attorney Eyes Only material to the identified individual within five business days, the disclosing

Party may disclose the Restricted Confidential, Attorney Eyes Only material to the identified individual.

(d) Disputes Concerning Designation or Disclosure of Restricted Confidential, Attorney Eyes Only Material.

Disputes concerning the designation or disclosure of Restricted Confidential, Attorney Eyes Only material shall be resolved in accordance with the provisions of paragraph 6.

(e) No Presumption or Inference.

No presumption or other inference shall be drawn that material designated Restricted Confidential, Attorney Eyes Only is entitled to the protections of this paragraph.

(f) Due Process Savings Clause.

Nothing herein shall be used to argue that a Party's right to attend the trial of, or other proceedings in, this Matter is affected in any way by the designation of material as Restricted Confidential, Attorney Eyes Only.

3. All documents heretofore obtained by the Commission through compulsory process or voluntarily from any Party or Third Party, regardless of whether designated confidential by the

Party or Third Party, and transcripts of any investigational hearings, interviews and depositions, that were obtained during the pre-complaint stage of this Matter shall be treated as "Confidential," in accordance with paragraph 2(a) of this Order. Furthermore, Complaint Counsel shall, within five business days of the effective date of this Protective Order, provide a copy of this Order to all Parties or Third Parties from whom the Commission obtained documents during the pre-Complaint investigation and shall notify those Parties and Third Parties that they shall have thirty days from the effective date of this Protective Order to determine whether their materials qualify for the higher protection of Restricted Confidential, Attorney Eyes Only and to so designate such documents.

4. Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to anyone except to:

- (a) Complaint Counsel and the Commission, as permitted by the Commission's Rules of Practice;
- (b) Outside Counsel;
- (c) Experts/Consultants (in accordance with paragraph 5 hereto);
- (d) witnesses or deponents at trial or deposition;

- (e) the Administrative Law Judge and personnel assisting him;
- (f) court reporters and deposition transcript reporters;
- (g) judges and other court personnel of any court having jurisdiction over any appeal proceedings involving this Matter; and
- (h) any author or recipient of the Confidential Discovery Material (as indicated on the face of the document, record or material); any individual who was in the direct chain of supervision of the author at the time the Confidential Discovery Material was created or received; any employee or agent of the entity that created or received the Discovery Material; or anyone representing an author or recipient of the Discovery Material in this Matter; and
- (i) any other Person(s) authorized in writing by the Producing Party.

5. Confidential Discovery Material, including material designated as "Confidential" and "Restricted Confidential, Attorney Eyes Only," shall not, directly or indirectly, be disclosed or otherwise provided to an Expert/Consultant, unless such Expert/Consultant agrees in writing:

- (a) to maintain such Confidential Discovery Material in separate locked rooms or locked cabinet(s) when such Confidential Discovery Material is not being reviewed;

(b) to return such Confidential Discovery Material to Complaint Counsel or Respondents' Outside Counsel, as appropriate, upon the conclusion of the Expert/Consultant's assignment or retention or the conclusion of this Matter;

(c) to not disclose such Confidential Discovery Material to anyone, except as permitted by the Protective Order; and

(d) to use such Confidential Discovery Material and the information contained therein solely for the purpose of rendering consulting services to a Party to this Matter, including providing testimony in judicial or administrative proceedings arising out of this Matter.

6. This paragraph governs the procedures for the following specified disclosures and challenges to designations of confidentiality.

(a) Challenges to Confidentiality Designations.

If any Party seeks to challenge a Producing Party's designation of material as Confidential Discovery Material or any other restriction contained within this Protective Order, the challenging Party shall notify the Producing Party and all Parties to this action of the challenge to such designation. Such notice shall identify with specificity (i.e., by document control numbers, deposition transcript page and line reference, or other means sufficient to locate easily such materials) the designation being challenged. The Producing Party may preserve its designation

within five business days of receiving notice of the confidentiality challenge by providing the challenging Party and all Parties to this action with a written statement of the reasons for the designation. If the Producing Party timely preserves its rights, the Parties shall continue to treat the challenged material as Confidential Discovery Material, absent a written agreement with the Producing Party or order of the Administrative Law Judge. The Producing Party, preserving its rights, and the challenging Party shall meet and confer in good faith in an attempt to negotiate changes to any challenged designation. If at the end of five business days of negotiating the parties have not resolved their differences or if counsel determine in good faith that negotiations have failed, the challenging Party may make written application to the Administrative Law Judge as provided by paragraph 6(b) of this Protective Order. If the Producing Party does not preserve its rights within five business days, the challenging Party may alter the designation as contained in the notice. The challenging Party shall notify the Producing Party and the other Parties to this action of any changes in confidentiality designations.

Regardless of confidential designation, copies of published magazine or newspaper articles, excerpts from published books, publicly available tariffs, and public documents filed with the Securities and Exchange Commission or other governmental entity may be used by any Party without reference to the procedures of this subparagraph.

(b) Resolution of Disclosure or Confidentiality Disputes.

If negotiations under subparagraph 6(a) of this Protective Order have failed to resolve the

Issues, a Party seeking to disclose Confidential Discovery Material or challenging a confidentiality designation or any other restriction contained within this Protective Order may make written application to the Administrative Law Judge for relief. Such application shall be served on the Producing Party and the other Party, and be accompanied by a certification that the meet and confer obligations of this paragraph have been met, but that good faith negotiations have failed to resolve outstanding issues. The Producing Party and any other Parties shall have five business days to respond to the application. While an application is pending, the Parties shall maintain the pre-application status of the Confidential Discovery Material. Nothing in this Protective Order shall create a presumption or alter the burden of persuading the Administrative Law Judge of the propriety of a requested disclosure or change in designation.

7. Confidential Discovery Material shall not be disclosed to any person described in subparagraphs 4(e) and 4(f) of this Protective Order until such person has executed and transmitted to Respondents' counsel or Complaint Counsel, as the case may be, a declaration or declarations, as applicable, in the form attached hereto as Exhibit "A," which is incorporated herein by reference. Respondents' counsel and Complaint Counsel shall maintain a file of all such declarations for the duration of the litigation. Confidential Discovery Material shall not be copied or reproduced for use in this Matter except to the extent such copying or reproduction is reasonably necessary to the conduct of this Matter, and all such copies or reproductions shall be subject to the terms of this Protective Order. If the duplication process by which copies or reproductions of Confidential Discovery Material are made does not preserve the confidentiality designations that appear on the original documents, all such copies or reproductions shall be

stamped "CONFIDENTIAL - FTC Docket No. 9315."

8. The Parties shall not be obligated to challenge the propriety of any designation or treatment of information as confidential and the failure to do so promptly shall not preclude any subsequent objection to such designation or treatment, or any motion seeking permission to disclose such material to persons not referred to in paragraph 4. If Confidential Discovery Material is produced without the legend attached, such document shall be treated as Confidential from the time the Producing Party advises Complaint Counsel and Respondents' counsel in writing that such material should be so designated and provides all the Parties with an appropriately labeled replacement. The Parties shall return promptly or destroy the unmarked documents.
9. If the FTC: (a) receives a discovery request that may require the disclosure by it of a Third Party's Confidential Discovery Material; or (b) intends to or is required to disclose, voluntarily or involuntarily, a Third Party's Confidential Discovery Material (whether or not such disclosure is in response to a discovery request), the FTC promptly shall notify the Third Party of either receipt of such request or its intention to disclose such material. Such notification shall be in writing and, if not otherwise done, sent for receipt by the Third Party at least five business days before production, and shall include a copy of this Protective Order and a cover letter that will apprise the Third Party of its rights hereunder.
10. If any person receives a discovery request in another proceeding that may require the

disclosure of a Producing Party's Confidential Discovery Material, the subpoena recipient promptly shall notify the Producing Party of receipt of such request. Such notification shall be in writing and, if not otherwise done, sent for receipt by the Producing Party at least five business days before production, and shall include a copy of this Protective Order and a cover letter that will apprise the Producing Party of its rights hereunder. The Producing Party shall be solely responsible for asserting any objection to the requested production. Nothing herein shall be construed as requiring the subpoena recipient or anyone else covered by this Order to challenge or appeal any such order requiring production of Confidential Discovery Material, or to subject itself to any penalties for noncompliance with any such order, or to seek any relief from the Administrative Law Judge or the Commission.

11. This Order governs the disclosure of information during the course of discovery and does not constitute an *in camera* order as provided in Section 3.45 of the Commission's Rules of Practice, 16 C.F.R. § 3.45.

12. Nothing in this Protective Order shall be construed to conflict with the provisions of Sections 6, 10, and 21 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 50, 57b-2, or with Rules 3.22, 3.45 or 4.11(b)-(e), 16 C.F.R. §§ 3.22, 3.45 and 4.11(b)-(e).¹

¹ The right of the Administrative Law Judge, the Commission, and reviewing courts to disclose information afforded in *camera* treatment of Confidential Discovery Material, to the extent necessary for proper disposition of the proceeding, is specifically reserved pursuant to Rule 3.45, 16 C.F.R. § 3.45.

Any Party or Producing Party may move at any time for in camera treatment of any Confidential Discovery Material or any portion of the proceedings in this Matter to the extent necessary for proper disposition of the Matter. An application for in camera treatment must meet the standards set forth in 16 C.F.R. § 3.45 and explained in *In re Dura Lube Corp.*, 1999 FTC LEXIS 255 (Dec. 23, 1999) and *In re Hoechst Marion Roussel Inc.*, 2000 FTC LEXIS 157 (Nov. 22, 2000) and 2000 FTC LEXIS 138 (Sept. 19, 2000) and must be supported by a declaration or affidavit by a person qualified to explain the nature of the documents.

13. At the conclusion of this Matter, Respondents' counsel shall return to the Producing Party, or destroy, all originals and copies of documents and all notes, memoranda, or other papers containing Confidential Discovery Material which have not been made part of the public record in this Matter. Complaint Counsel shall dispose of all documents in accordance with Rule 4.12, 16 C.F.R. § 4.12.

14. The provisions of this Protective Order, insofar as they restrict the communication and use of Confidential Discovery Material shall, without written permission of the Producing Party or further order of the Administrative Law Judge hearing this Matter, continue to be binding after the conclusion of this Matter.

15. This Protective Order shall not apply to the disclosure by a Producing Party or its Counsel of such Producing Party's Confidential Discovery Material to such Producing Party's employees, agents, former employees, board members, directors, and officers.

16. The production or disclosure of any Discovery Material made after entry of this Protective Order which a Producing Party claims was inadvertent and should not have been produced or disclosed because of a privilege will not automatically be deemed to be a waiver of any privilege to which the Producing Party would have been entitled had the privileged Discovery Material not inadvertently been produced or disclosed. In the event of such claimed inadvertent production or disclosure, the following procedures shall be followed:

(a) The Producing Party may request the return of any such Discovery Material within twenty days of discovering that it was inadvertently produced or disclosed (or inadvertently produced or disclosed without redacting the privileged content). A request for the return of any Discovery Material shall identify the specific Discovery Material and the basis for asserting that the specific Discovery Material (or portions thereof) is subject to the attorney-client privilege or the work product doctrine and the date of discovery that there had been an inadvertent production or disclosure.

(b) If a Producing Party requests the return, pursuant to this paragraph, of any such Discovery Material from another Party, the Party to whom the request is made shall return immediately to the Producing Party all copies of the Discovery Material within its possession, custody, or control—including all copies in the possession of experts, consultants, or others to whom the Discovery Material was provided—unless the Party asked to return the Discovery Material in good faith reasonably believes that the Discovery Material is not privileged. Such good faith belief shall be based on either (i) a facial review of the Discovery Material, or (ii) the


inadequacy of any explanations provided by the Producing Party, and shall not be based on an argument that production or disclosure of the Discovery Material waived any privilege. In the event that only portions of the Discovery Material contain privileged subject matter, the Producing Party shall substitute a redacted version of the Discovery Material at the time of making the request for the return of the requested Discovery Material.

(c) Should the Party contesting the request to return the Discovery Material pursuant to this paragraph decline to return the Discovery Material, the Producing Party seeking return of the Discovery Material may thereafter move for an order compelling the return of the Discovery Material. In any such motion, the Producing Party shall have the burden of showing that the Discovery Material is privileged and that the production was inadvertent.

17. Entry of the foregoing Protective Order is without prejudice to the right of the Parties or Third Parties to apply for further protective orders or for modification of any provisions of this Protective Order.

ORDERED:

March 24, 2004


Stephen J. McGuire
Chief Administrative Law Judge

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the matter of

EVANSTON NORTHWESTERN HEALTHCARE
CORPORATION,

and

ENH MEDICAL GROUP, INC.,
Respondents.

Docket No. 9315

DECLARATION CONCERNING PROTECTIVE
ORDER GOVERNING DISCOVERY MATERIAL

I, [NAME], hereby declare and certify the following to be true:

1. [Statement of employment]
2. I have read the "Protective Order Governing Discovery Material" ("Protective Order") issued by Administrative Law Judge Stephen J. McGuire on March 24, 2004, in connection with the above-captioned matter. I understand the restrictions on my use of any Confidential Discovery Material (as this term is used in the Protective Order) in this action and I agree to abide by the Protective Order.
3. I understand that the restrictions on my use of such Confidential Discovery Material include:
 - a. that I will use such Confidential Discovery Material only for the purposes of preparing for this proceeding, and hearing(s) and any appeal of this proceeding and for no other purpose;
 - b. that I will not disclose such Confidential Discovery Material to anyone, except as permitted by the Protective Order; and

c. that upon the termination of my participation in this proceeding I will promptly return all Confidential Discovery Material, and all notes, memoranda, or other papers containing Confidential Discovery Material, to Complaint Counsel or Respondents' counsel, as appropriate.

4. I understand that if I am receiving Confidential Discovery Material as an Expert/Consultant, as that term is defined in this Protective Order, the restrictions on my use of Confidential Discovery Material also include the duty and obligation:

- a. to maintain such Confidential Discovery Material in separate locked room(s) or locked cabinet(s) when such Confidential Discovery Material is not being reviewed;
- b. to return such Confidential Discovery Material to Complaint Counsel or Respondents' Outside Counsel, as appropriate, upon the conclusion of my assignment or retention; and
- c. to use such Confidential Discovery Material and the information contained therein solely for the purpose of rendering consulting services to a Party to this Matter, including providing testimony in judicial or administrative proceedings arising out of this Matter.

5. I am fully aware that, pursuant to Section 3.42(h) of the Commission's Rules of Practice, 16 C.F.R. § 3.42(h), my failure to comply with the terms of the Protective Order may constitute contempt of the Commission and may subject me to sanctions imposed by the Commission.

Date: _____

Full Name [Typed or Printed]

Signature

[PUBLIC]

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of)
)
EVANSTON NORTHWESTERN HEALTHCARE)
CORPORATION,) Docket No. 9315
)
and) Honorable Stephen J. McGuire
)
EHN MEDICAL GROUP, INC.,)
Respondents.)
_____)

ORDER GRANTING UNICARE HEALTH PLANS OF THE MIDWEST'S
EXTENSION OF TIME TO FILE MOTION TO LIMIT
SUBPOENA DUCES TECUM

The Federal Trade Commission hereby grants UNICARE's motion for extension of time to file its motion to quash or limit the Subpoena Duces Tecum and to comply with Section 3.38A to and including June 9, 2004.

DATED: _____

ENTER: _____

Donald A. Murday
Elizabeth G. Doolin
CHITTENDEN, MURDAY & NOVOTNY LLC
303 West Madison Street, Suite 1400
Chicago, Illinois 60606
(312) 281-3600
(312) 281-3678 (fax)

O:\UN2143\40306-FTC\PLDGS\ORDERGRANTINGEXT.DOC

CERTIFICATE OF SERVICE

I, Elizabeth G. Doolin, hereby certifies that on May 6, 2004, I caused copies of:

1. Notice of Appearance;
2. Non-Party UNICARE HEALTH PLANS OF THE MIDWEST, INC.'s Motion for Extension of Time to File Motion to Limit Subpoena Duces Tecum; and
3. Proposed Order Granting Non-Party UNICARE HEALTH PLANS OF THE MIDWEST, INC.'s Extension of Time to File Motion to Limit Subpoena Duces Tecum

to be served upon the following persons:

Office of the Secretary
Federal Trade Commission
Room H-159
600 Pennsylvania Avenue, NW
Washington, DC 20580
(Original and 12 copies served via FedEx overnight delivery, and electronic copies served via e-mail)

The Honorable Stephen J. McGuire
Chief Administrative Law Judge
Federal Trade Commission
Room H-106
600 Pennsylvania Avenue, NW
Washington, DC 20580
(Two courtesy copies served via FedEx overnight delivery)

Thomas H. Brock, Esquire
Federal Trade Commission
Room H-374
600 Pennsylvania Avenue, NW
Washington, DC 20580
(Served via FedEx overnight delivery)

Philip M. Eisenstat, Esquire
Federal Trade Commission
Room NJ-5235
601 New Jersey Avenue, NW
Washington, DC 20580
(Served via FedEx overnight delivery)

Chul Pak, Esquire
Assistant Director Mergers IV
Federal Trade Commission
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601 New Jersey Avenue, NW
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Elizabeth G. Doolin