

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

and

STATE OF OHIO,

Plaintiffs,

v.

OHIOHEALTH CORPORATION,

Defendant.

Case No. 2:26-cv-207

Judge: Algenon L. Marbley

Magistrate Judge: S. Courter Shimeall

**UNITED STATES' EXPLANATION OF PROCEDURES UNDER THE ANTITRUST
PROCEDURES AND PENALTIES ACT**

The United States submits this memorandum summarizing the procedures of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h) (the “APPA” or “Tunney Act”), related to the Court’s review of the Stipulation and Order and the proposed Final Judgment in this matter, which were filed at the same time as this Explanation.

1. The United States has filed a proposed Final Judgment and a Stipulation and Order, to which the Plaintiffs and Defendant have agreed, and the United States will file a Competitive Impact Statement explaining the proposed settlement. Plaintiffs and Defendant have also agreed that the Court may enter the proposed Final Judgment after the requirements of the Tunney Act have been satisfied.

2. Plaintiffs and Defendant ask that the Court sign the Stipulation and Order as soon as possible. The Stipulation and Order will ensure that Defendant preserves competition during the Tunney Act proceedings by complying with the provisions of the proposed Final Judgment.

3. The Court should not sign the proposed Final Judgment until the requirements of the Tunney Act are satisfied. The Tunney Act requires that the United States (a) publish the proposed Final Judgment and the Competitive Impact Statement in the *Federal Register* and (b) cause a summary of the terms of the proposed Final Judgment and the Competitive Impact Statement to be published in one or more newspapers at least 60 days before the Court signs the proposed Final Judgment. The newspaper notice(s) will inform the public how to submit comments about the proposed Final Judgment to the United States Department of Justice's Antitrust Division. Defendant in this matter has agreed to arrange and pay for the required newspaper notice(s).

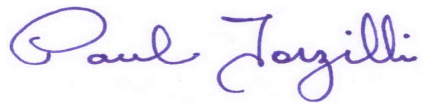
4. Members of the public who wish to submit comments will be invited to do so within 60 days following publication in the *Federal Register* and of the newspaper notice(s). The United States will prepare a response to any comments received during this period and will (a) file with the Court the comments and the United States' response and (b) publish the comments and the United States' response in the *Federal Register* unless this Court authorizes an alternative method of public dissemination of the public comments and the response to those comments pursuant to the Tunney Act, 15 U.S.C. § 16(d). After the comments and the United States' response have been filed with the Court and published, the United States may move the Court to enter the proposed Final Judgment unless the United States has withdrawn its consent to entry of the Final Judgment, as permitted by Paragraph II.A of the Stipulation and Order.

5. If the United States moves the Court to enter the proposed Final Judgment after compliance with the Tunney Act, the Court may enter the Final Judgment without a hearing if the Court concludes that the Final Judgment is in the public interest.

Dated: June 16, 2026

Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA

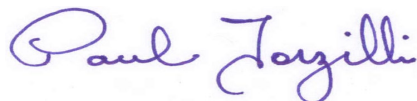


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon all counsel of record through the Court's Electronic Case Filing (ECF) system.

DATE: June 16, 2026



Paul Torzilli
U.S. Department of Justice, Antitrust Division
Counsel for Plaintiff United States of America

EXHIBIT A

Stipulation and Order

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

and

STATE OF OHIO,

Plaintiffs,

v.

OHIOHEALTH CORPORATION,

Defendant.

Case No. 2:26-cv-207

Judge Algenon L. Marbley

Magistrate Judge S. Courter M. Shimeall

STIPULATION AND ORDER

It is hereby stipulated by and among the undersigned parties, subject to approval and entry of this Order by the Court, as follows.

I. JURISDICTION AND VENUE

The Court has jurisdiction over the subject matter of this action and over the parties to it. Venue for this action is proper in the United States District Court for the Southern District of Ohio.

II. COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The proposed Final Judgment filed with this Stipulation and Order, or any amended proposed Final Judgment agreed upon in writing by the United States, the State of Ohio, and Defendant, may be filed with and entered by the Court as the Final Judgment, upon the motion of the United States or upon the Court's own motion, after compliance with the requirements of the

Antitrust Procedures and Penalties Act (“APPA”), 15 U.S.C. § 16, and without further notice to any party or any other proceeding, as long as the United States has not withdrawn its consent.

The United States may withdraw its consent at any time before the entry of the Final Judgment by serving notice on Defendant and by filing that notice with the Court.

B. From the date of the signing of this Stipulation and Order by Defendant until the Final Judgment is entered by the Court, or until expiration of time for all appeals of any ruling declining entry of the proposed Final Judgment, Defendant will comply with all of the terms and provisions of the proposed Final Judgment.

C. From the date on which the Court enters this Stipulation and Order, the United States and the State of Ohio will have the full rights and enforcement powers set forth in the proposed Final Judgment as if the proposed Final Judgment were in full force and effect as a final order of the Court, and Section XII of the proposed Final Judgment will also apply to violations of this Stipulation and Order.

D. Defendant agrees to arrange, at its expense, publication of the newspaper notice required by the APPA, which will be drafted by the United States in its sole discretion. The publication must be arranged as quickly as possible and, in any event, no later than three business days after Defendant’s receipt of (1) the text of the notice from the United States and (2) the identity of the newspaper or newspapers within which the publication must be made. Defendant must promptly send to the United States and the State of Ohio (1) confirmation that publication of the newspaper notices has been arranged and (2) the certification of the publication prepared by the newspaper or newspapers within which the notice was published.

E. Any person who wishes to submit to the United States written comments regarding the proposed Final Judgment should do so within 60 calendar days beginning with the first day of the publication of the newspaper notice required by APPA or the publication of the proposed Final Judgment and the Competitive Impact Statement in the *Federal Register* as required by APPA, whichever is later.

F. This Stipulation and Order applies with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the United States, the State of Ohio, and Defendant and filed with the Court.

G. Defendant represents that the actions it is required to perform pursuant to the proposed Final Judgment can and will be performed and that Defendant will not later raise a claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any provision of the proposed Final Judgment or this Stipulation and Order.

H. This Stipulation and Order, including the proposed Final Judgment filed with this Stipulation and Order or any amended proposed Final Judgment agreed upon in writing by the United States, the State of Ohio, and Defendant, constitutes the final, complete, and exclusive agreement and understanding among the United States, the State of Ohio, and Defendant with respect to the settlement of the claims expressly stated in the Complaint filed in this above-captioned case, and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein.

III. DURATION OF OBLIGATIONS

In the event that (1) the United States has withdrawn its consent, as provided in Paragraph II.A of this Stipulation and Order; (2) the United States and the State of Ohio

voluntarily dismiss the Complaint in this matter; or (3) the Court declines to enter the proposed Final Judgment, the time has expired for all appeals of any ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, Defendant is released from all further obligations under this Stipulation and Order, and the making of this Stipulation and Order will be without prejudice to any party in this or any other proceeding.

Dated: June 16, 2026

Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA:

FOR DEFENDANT
OHIOHEALTH CORPORATION:

/s/ Paul Torzilli
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FOR PLAINTIFF
STATE OF OHIO:

/s/ Thomas Collin
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ORDER

IT IS SO ORDERED by the Court, this ____ day of _____, 2026.

Judge Algenon L. Marbley
United States District Judge

EXHIBIT B

[Proposed] Final Judgment

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

and

STATE OF OHIO

Plaintiffs,

v.

OHIOHEALTH
CORPORATION,

Defendant.

Case No. 2:26-cv-207

Judge Algenon L. Marbley

Magistrate Judge S. Courter M. Shimeall

[PROPOSED] FINAL JUDGMENT

WHEREAS, Plaintiffs, United States of America and the State of Ohio, filed their Complaint on February 20, 2026;

AND WHEREAS, the United States, State of Ohio, and Defendant, OhioHealth Corporation (“OhioHealth”), have consented to entry of this Final Judgment without the taking of testimony, without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party relating to any issue of fact or law;

AND WHEREAS, Defendant has signed a stipulation agreeing to be bound by the provisions of this Final Judgment pending its approval by this Court;

AND WHEREAS Defendant agrees to undertake certain actions and refrain from certain conduct for the purpose of remedying the anticompetitive effects alleged in the Complaint;

AND WHEREAS, Defendant represents that the relief required by this Final Judgment can and will be made and that Defendant will not later raise a claim of hardship or difficulty as grounds for asking the Court to modify any provision of this Final Judgment;

NOW THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

The Court has jurisdiction over the subject matter of, and each of the parties to, this action. The Complaint states a claim upon which relief may be granted against Defendant under Section 1 of the Sherman Act, as amended, 15 U.S.C. § 1, and Ohio’s Valentine Act, Ohio Revised Code Sections 1331.01 *et seq.*

II. DEFINITIONS

As used in this Final Judgment:

A. “Benefit Plan” means a specific set of Healthcare Services that is made available to a Payor’s members through a health plan underwritten by an insurer, a self-funded benefit plan, or a Medicare Part C plan. The term “Benefit Plan” does not include workers’ compensation programs, Medicare (except Medicare Part C plans), Medicaid, or uninsured discount plans.

B. “Broad Network” means a network that offers a full range of Healthcare Services to a Payor’s members and is not significantly limited in the number of Providers in the network.

C. “Broad Network Benefit Plan” means any Benefit Plan that is offered with a Broad Network.

D. “Center of Excellence” means a feature of a Benefit Plan that designates Providers of certain Healthcare Services based on objective quality or quality-and-price criteria in order to encourage patients to obtain such Healthcare Services from those designated Providers.

E. “Commercial Benefit Plan” means a “Benefit Plan” that does not include Medicare Part C plans.

F. “Defendant” means OhioHealth Corporation, an Ohio Healthcare Services corporation with its headquarters in Columbus, Ohio, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

G. “Healthcare Services” mean any or all inpatient services, outpatient services, professional services, and ancillary services. “Healthcare Services” does not mean management of patient care, such as through population health programs or employee or group wellness programs.

H. “Including” means including, but not limited to.

I. “Narrow Network” means a network composed of a significantly limited number of Providers that offers a range of Healthcare Services to a Payor’s members.

J. “Payor” means any Person providing commercial health insurance or access to Provider networks, including managed-care organizations, and rental networks (i.e., entities that lease, rent, or otherwise provide direct or indirect access to a proprietary network of Providers), regardless of whether that entity bears any risk or makes any payment relating to the provision of healthcare. The term “Payor” includes Persons that provide Medicare Part C plans but does not include Medicare (except Medicare Part C plans), Medicaid, or TRICARE, or entities that

otherwise contract on behalf of Medicare (except Medicare Part C plans), Medicaid, or TRICARE.

K. “Penalize” means using any contract term or taking any action that has the actual or likely effect of restraining, discouraging, or reducing Steering through the use of Steered Plans or Transparency. The term “Penalize” has a meaning that is broader than “prohibit” or “prevent.” In determining whether any contract provision or action “Penalizes” Steering, factors that may be considered include: the facts and circumstances relating to the contract provision or action and its economic impact.

L. “Person” means any natural person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office, or other business or legal entity.

M. “Provider” means all of any part of any Person delivering any Healthcare Service. For avoidance of doubt, two different hospitals owned by the same corporation or other business entity are each a Provider.

N. “Reference-Based Pricing” means a feature of a Benefit Plan pursuant to which a Payor pays up to a uniformly-applied defined contribution, based on an external price set by the Payor, with the Payor’s member being required to pay the remainder of the full price charged for a Healthcare Service. However, a Benefit Plan with Reference-Based Pricing as a feature may permit a Payor to pay a portion of this remainder.

O. “Relevant Payors” means any Payor with which Defendant has a contractual relationship, or that contacts or communicates with the Defendant about contracting for Defendant’s participation in a Benefit Plan or Provider network.

P. “Site-of-Service Steering” means a feature of a Benefit Plan pursuant to which a Payor requires or encourages, including by providing different levels of benefits, its members to obtain certain Healthcare Services at specific facilities or types of facilities.

Q. “Steered Plan” means any Benefit Plan with one or more forms of Steering. Steered Plans include, but are not limited to, Narrow Network Benefit Plans, Tiered Network Benefit Plans, or any Benefit Plans with Reference-Based Pricing, Site-of-Service Steering, or a Center of Excellence as a component.

R. “Steered” or “Steering” means a Payor providing any incentive to that Payor’s members to seek care at specific Providers or types of Providers.

S. “Tiered Network” means a network of Providers (i) that a Payor divides into different sub-groups based on objective price, access, and/or quality criteria; and (ii) for which a Payor’s members receive different levels of benefits when they use Healthcare Services from Providers in the different sub-groups.

T. “Transparency” means communication of any price, cost, quality, or patient experience information directly or indirectly by a Payor to its members or other Persons that contract with the Payor for access to a Benefit Plan or Plans.

III. APPLICABILITY

This Final Judgment applies to Defendant, as defined above, and all other Persons in active concert with, or participation with, Defendant who receive actual notice of this Final Judgment.

IV. PROHIBITED CONDUCT

A. Any and all of Defendant’s contract provisions that prohibit, deter, prevent, or Penalize Steering, Steered Plans, or Transparency are void and unenforceable. For example, the

contract language reproduced in Exhibit A is void, and Defendant may not enforce or attempt to enforce it.

B. Defendant must not seek or obtain any contract provision that would prohibit, deter, prevent, or Penalize Steering, Steered Plans, or Transparency, including:

1. requirements of prior approval for the introduction of new Benefit Plans;
or

2. requirements that Defendant be included in the most-preferred tier of Benefit Plans, though Defendant may seek to participate in the most-preferred tier of a Benefit Plan.

C. Defendant must not take any action that Penalizes, or threatens to Penalize, a Payor for (i) providing (or planning to provide) Transparency, (ii) engaging in (or planning to engage in) Steering, or (iii) designing, offering, expanding, or marketing (or planning to design, offer, expand, or market) a Steered Plan.

D. Defendant must not seek or obtain any contract provision that prohibits, deters, prevents, or Penalizes Steering, Steered Plans, or Transparency, including by requiring that Defendant be included in the most-preferred tier of any Benefit Plan. However, notwithstanding this Paragraph IV.D, Defendant may enter into a contract with any Payor that provides Defendant with the right to participate in the most-preferred tier of a Benefit Plan under the same terms and conditions as any other Provider, provided that if Defendant declines to participate in the most-preferred tier of that Benefit Plan, then Defendant must participate in that Benefit Plan on terms and conditions that are substantially the same as any terms and conditions of any then-existing broad-network Benefit Plan (*e.g.*, PPO plan) in which Defendant participates with that Payor. Additionally, notwithstanding Paragraph IV.D, nothing in this Final Judgment prohibits

Defendant from obtaining any criteria used by the Payor to (i) assign Providers to each tier in any Tiered Network; and/or (ii) designate Providers as a Center of Excellence.

V. PERMITTED CONDUCT

A. Defendant may exercise any contractual right it has, provided it does not engage in any Prohibited Conduct as set forth above.

B. For any Narrow Network in which Defendant is the most-prominently featured Provider, Defendant may restrict steerage within that Narrow Network.

C. Defendant may communicate with a Payor's members about considerations that may be important to patients when choosing a provider or site of service, provided it does not engage in any Prohibited Conduct as set forth above.

D. With regard to information communicated as part of any Transparency effort, nothing in this Final Judgment prohibits Defendant from reviewing its information to be disseminated, provided such review does not materially delay the dissemination of the information. Furthermore, Defendant may challenge inaccurate information or seek appropriate legal remedies relating to inaccurate information disseminated by third parties. Also, for a Payor's dissemination of price or cost information (other than communication of an individual consumer's or member's actual or estimated out-of-pocket expense or information made public under applicable law), nothing in the Final Judgment will prevent or impair Defendant from enforcing current or future provisions, including but not limited to confidentiality provisions, that (i) prohibit a Payor from disseminating price or cost information to Defendant's competitors, other Payors, or the general public except as required under applicable laws; and/or (ii) unless otherwise provided under applicable law, require a Payor to obtain a covenant from any third party that receives such price or cost information that such third party will not disclose that

information to Defendant's competitors, another Payor, the general public, or any other third party lacking a reasonable need to obtain such competitively sensitive information, provided the Defendant does not engage in any Prohibited Conduct as set forth above. Defendant may seek all appropriate remedies (including injunctive relief) in the event that dissemination of such information occurs.

VI. REQUIRED CONDUCT

A. Within fifteen (15) business days of the entry of this Final Judgment, Defendant must notify any Relevant Payor in writing that this Final Judgment has been entered (enclosing a copy of this Final Judgment) and that it prohibits Defendant from entering into or enforcing any contract provision that would prohibit, prevent, or Penalize Steering, Steered Plans, or Transparency, or taking any other action that violates this Final Judgment.

B. While the Final Judgment is in effect, Defendant must notify, in writing, any Relevant Payors not previously notified pursuant to Paragraph VI.A that this Final Judgment has been entered (enclosing a copy of this Final Judgment) and that it prohibits Defendant from entering into or enforcing any contract provision that would prohibit, prevent, or Penalize Steering, Steered Plans, or Transparency, or taking any other action that violates this Final Judgment, within five (5) business days of the exchange of written terms or a draft agreement between such Relevant Payor and Defendant about Defendant's participation in that Payor's Benefit Plan or Provider network.

C. For five (5) years from the entry of the Final Judgment, on the final business day of each calendar quarter, Defendant must provide a written report to the monitor and each Plaintiff identifying each Payor with which Defendant (1) agreed to new or amended contract terms, (2) declined to participate in any Tiered Network, and (3) contracted for the right to

participate in the most-preferred tier of a Benefit Plan that is described in Section IV.D of the Final Judgment.

VII. AFFIDAVITS

A. Within forty-five (45) calendar days of entry of the Stipulation and Order in this case, and every forty-five (45) calendar days thereafter until the actions required by this Final Judgment in Paragraphs VI.A, IX.A.1 and IX.A.3 have been completed, Defendant must deliver to the United States and the State of Ohio an affidavit, signed by Defendant's General Counsel, describing in reasonable detail the fact and manner of Defendant's compliance with this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

VIII. APPOINTMENT OF MONITOR

A. Upon application of the United States, which Defendant may not oppose, the Court will appoint a monitor selected by the United States in its sole discretion, after consultation with the State of Ohio, and approved by the Court. Defendant may propose up to three (3) monitor candidates to the United States. Once approved, the court-appointed monitor should be considered by the Plaintiffs and Defendant to be an arm and representative of the Court.

B. The monitor will have the power and authority to monitor Defendant's compliance with the terms of this Final Judgment and the Stipulation and Order entered by the Court, including compliance with Sections IV, VI, and IX. The monitor may also have other powers as the Court deems appropriate. The monitor will have no responsibility or obligation for the operation of the Defendant's business. No attorney-client relationship will be formed between Defendant and the monitor.

C. The monitor will have the authority to take such steps as, in the judgment of the monitor and the United States, may be necessary to accomplish the monitor's responsibilities. The monitor may seek information from Defendant's personnel, including in-house counsel, compliance personnel, and internal auditors. Defendant must establish a policy, annually communicated to all employees, that employees may disclose any information to the monitor without reprisal for such disclosure. Defendant must not retaliate against any employee or third party for disclosing information to the monitor.

D. Defendant may not object to actions taken by the monitor in fulfillment of the monitor's responsibilities under any Order of the Court on any ground other than malfeasance by the monitor. Disagreements between the monitor and Defendant related to the scope of the monitor's responsibilities do not constitute malfeasance. Objections by Defendant must be conveyed in writing to the United States, the State of Ohio, and the monitor within twenty (20) calendar days of the monitor's action that gives rise to Defendant's objection, or the objection is waived.

E. The monitor will serve at the cost and expense of Defendant pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict of interest certifications, approved by the United States in its sole discretion. If the monitor and Defendant are unable to reach such a written agreement within fourteen (14) calendar days of the Court's appointment of the monitor, or if the United States, in its sole discretion, declines to approve the proposed written agreement, the United States, in its sole discretion, may take appropriate action, including making a recommendation to the Court, which may set the terms and conditions for the monitor's work, including compensation, costs, and expenses.

F. The monitor may hire, at the cost and expense of Defendant, any agents and consultants, including attorneys, and accountants, that are reasonably necessary in the monitor's judgment to assist with the monitor's duties. These agents or consultants will be directed by and solely accountable to the monitor and will serve on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, approved by the United States, in its sole discretion. Within three (3) business days of hiring any agents or consultants, the monitor must provide written notice of the hiring and the rate of compensation to Defendant and the United States.

G. The compensation of the monitor and agents or consultants retained by the monitor must be on reasonable and customary terms commensurate with the individuals' experience and responsibilities.

H. The monitor must account for all costs and expenses incurred.

I. Defendant's failure to promptly pay the monitor's accounted-for costs and expenses, including for agents and consultants, will constitute a violation of this Final Judgment and may result in sanctions ordered by the Court. If Defendant makes a timely objection in writing to the United States to any part of the monitor's accounted-for costs and expenses, Defendant must establish an escrow account into which Defendant must pay the disputed costs and expenses until the dispute is resolved.

J. Defendant must use best efforts to cooperate fully with the monitor and to assist the monitor to monitor Defendant's compliance with its obligations under this Final Judgment and the Stipulation and Order, including with Sections IV, VI, and IX. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges, Defendant must provide the monitor, and agents or

consultants retained by the monitor, with full and complete access to all personnel (current and former), agents, consultants, books, records, and facilities. Defendant may not take any action to interfere with or to impede accomplishment of the monitor's responsibilities.

K. The monitor must investigate and report on Defendant's compliance with this Final Judgment and the Stipulation and Order. The monitor must provide periodic reports to the United States and the State of Ohio setting forth Defendant's efforts to comply with its obligations under this Final Judgment and the Stipulation and Order. The United States, in its sole discretion, will set the frequency of the monitor's reports, but, at minimum, the monitor must provide written reports at least every one hundred and eighty (180) days for the first two (2) years of the term of the monitor's appointment, after which the monitor must provide written reports on at least an annual basis. The monitor must provide the first written report within one hundred and eighty (180) days of the monitor's appointment by the Court. The United States, in its sole discretion, may change the frequency of the monitor's written reports at any time, communicate or meet with the monitor at any time, and make any request of the monitor as the United States deems appropriate.

L. Within thirty (30) calendar days after appointment of the monitor by the Court, and on a yearly basis thereafter, the monitor must provide to the United States, the State of Ohio, and Defendant a proposed written work plan. Defendant may provide comments on the proposed written work plan to the United States, the State of Ohio, and the monitor within fourteen (14) calendar days after receipt, after which the monitor must produce a final work plan to the United States, the State of Ohio, and Defendant, for approval by the United States in its sole discretion. Any disputes between Defendant and the monitor with respect to any written work plan will be

decided by the United States in its sole discretion. The United States retains the right, in its sole discretion, to require changes or additions to a work plan at any time.

M. The monitor may communicate *ex parte* with the Court when, in the monitor's judgment, such communication is reasonably necessary to the monitor's duties under this Final Judgment, including if Defendant fails to pay the monitor's costs and expenses in a timely manner or otherwise violates this Final Judgment.

N. The monitor will serve for a term of five years after being appointed, unless the United States, in its sole discretion, determines a different period is appropriate.

O. If the United States determines that the monitor is not acting diligently or in a reasonably cost-effective manner, or if the monitor resigns or becomes unable to accomplish the monitor's duties, the United States may recommend that the Court appoint a substitute.

P. For the duration of the term of the monitor, Defendant must provide to the monitor a copy of each new contract and each new amendment to a contract that covers Healthcare Services that Defendant has executed with any Payor within the last one-hundred and eighty (180) calendar days. Defendant must provide the contracts to the monitor in batches every one-hundred and eighty (180) calendar days, or within ten (10) calendar days upon request of the monitor at any time during the monitorship. Defendant will also notify the monitor within thirty (30) calendar days of having reason to believe that Defendant, or any Provider on whose behalf Defendant negotiates, has a contract with any Payor with a provision that prohibits, prevents, or Penalizes Steering, Steered Plans, or Transparency.

IX. COMPLIANCE

A. Defendant must:

1. within fifteen (15) calendar days of entry of this Final Judgment, provide a copy of this Final Judgment to each of Defendant's directors and officers, and to each employee or agent whose job responsibilities include negotiating or approving agreements on behalf of Defendant with Payors for the purchase of Healthcare Services;

2. distribute in a timely manner a copy of this Final Judgment to any Person who succeeds to, or subsequently holds, a position at Defendant of director, officer, or other position for which the job responsibilities include negotiating or approving agreements with Payors for the purchase of Healthcare Services; and

3. within sixty (60) calendar days of entry of this Final Judgment, develop and implement procedures necessary to ensure Defendant's compliance with this Final Judgment. Such procedures must ensure that Defendant's directors, officers, or employees have the opportunity to raise questions about this Final Judgment with counsel (which may be outside counsel).

B. For the purposes of determining or securing compliance with this Final Judgment or of related orders such as the Stipulation and Order or of determining whether this Final Judgment should be modified or vacated, upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division or the Attorney General of the State of Ohio and reasonable notice to Defendant, Defendant must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by the United States or the State of Ohio;

1. to have access during Defendant's business hours to inspect and copy, or at the option of the United States, to require Defendant to provide electronic copies of all books, ledgers, accounts, records, data, and documents, wherever located, in the possession, custody, or control of Defendant relating to any matters contained in this Final Judgment; and

2. to interview, either informally or on the record, Defendant's officers, employees, or agents, wherever located, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendant.

C. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division of the Attorney General of the State of Ohio, Defendant must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

X. PUBLIC DISCLOSURE

A. No information or documents obtained pursuant to any provision in this Final Judgment, including reports the monitor provides to the United States and the State of Ohio, pursuant to Paragraph VIII.K, may be divulged by the United States, the State of Ohio, or the monitor, to any person other than an authorized representative of the executive branch of the United States or an authorized representative of the State of Ohio, except in the course of legal proceedings to which the United States or the State of Ohio is a party, including grand-jury proceedings, for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

B. In the event that the monitor receives a subpoena, court order, or other court process seeking or requiring production of information or documents obtained pursuant to any

provision in this Final Judgment, including reports the monitor provides to the United States and the State of Ohio, pursuant to Paragraph VIII.K, the monitor must notify the United States, the State of Ohio, and Defendant immediately, and no fewer than fourteen (14) calendar days prior to any disclosure, so that Defendant may address such potential disclosure and, if necessary, pursue alternative legal remedies, including if deemed appropriate by Defendant, intervention in the relevant proceedings.

C. In the event of a request by a third party, pursuant to the Freedom of Information Act, 5 U.S.C. § 552, or the Ohio Public Records Act, O.R.C. § 149.43, for disclosure of information obtained pursuant to any provision of this Final Judgment, the United States will act in accordance with that statute and the Department of Justice regulations at 28 C.F.R. part 16, including the provision on confidential commercial information at 28 C.F.R. § 16.7, and the State of Ohio will act in accordance with its applicable disclosure laws. Records containing any such information shall be deemed confidential law enforcement investigatory records under O.R.C. § 149.43(A)(1). When submitting information to the Antitrust Division, Defendant should designate the confidential commercial information portions of all applicable documents and information under 28 C.F.R. § 16.7. Designations of confidentiality expire 10 years after submission, “unless the submitter requests and provides justification for a longer designation period.” *See* 28 C.F.R. § 16.7(b).

D. If at the time that Defendant furnishes information or documents to the United States or the State of Ohio pursuant to any provision of this Final Judgment, Defendant represents and identifies in writing information or documents for which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendant marks each pertinent page of such material, “Subject to claim of protection under Rule

26(c)(1)(G) of the Federal Rules of Civil Procedure,” the United States and the State of Ohio must give Defendant ten (10) calendar days’ notice before divulging the material in any legal proceeding (other than a grand jury proceeding).

XI. RETENTION OF JURISDICTION

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XII. ENFORCEMENT OF FINAL JUDGMENT

A. If at any time during the five-year period following entry of this Final Judgment, the United States determines in its sole discretion that the Final Judgment has failed to fully redress the violations alleged in the Complaint, then the United States may re-open this proceeding to seek additional relief. Such additional relief may be ordered by this Court upon a finding by a preponderance of the evidence that there is a reasonable probability that the proposed Final Judgment did not fully redress the violations alleged in the Complaint.

B. The United States, or the State of Ohio, retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. In a civil contempt action, a motion to show cause, or a similar action brought by the United States or the State of Ohio relating to an alleged violation of this Final Judgment, the United States or the State of Ohio may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore the competition the United States and the State of Ohio allege was harmed by the challenged conduct. Defendant may be held in contempt of, and the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against any party as the drafter.

D. In an enforcement proceeding in which the Court finds that Defendant has violated this Final Judgment, the United States may apply to the Court for an extension of this Final Judgment, together with other relief that may be appropriate. In connection with a successful effort by the United States or the State of Ohio to enforce this Final Judgment against Defendant, whether litigated or resolved before litigation, Defendant must reimburse the United States or the State of Ohio for the fees and expenses of its attorneys, as well as all other costs including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including during the investigation of the potential violation.

E. For a period of four (4) years following the expiration of this Final Judgment, if the United States has evidence that Defendant violated this Final Judgment before it expired, the United States may file an action against Defendant in this Court requesting that the Court order: (1) Defendant to comply with the terms of this Final Judgment for an additional term of at least four years following the filing of the enforcement action; (2) all appropriate contempt remedies; (3) additional relief needed to ensure Defendant complies with the terms of this Final Judgment; and (4) fees or expenses as called for by this Section XII.

XIII. EXPIRATION OF FINAL JUDGMENT

Unless the Court grants an extension, this Final Judgment will expire ten (10) years from the date of its entry, except that after five (5) years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court, Defendant, and the State of Ohio that the continuation of this Final Judgment is no longer necessary or in the public interest.

XIV. RESERVATION OF RIGHTS

This Final Judgment terminates only the claims stated in the Complaint against Defendant and does not affect other charges or claims the United States or the State of Ohio may file.

XV. PUBLIC INTEREST DETERMINATION

The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including by making available to the public copies of this Final Judgment and the Competitive Impact Statement, public comments thereon, and any response to comments by the United States. Based upon the record before the Court, which includes the Competitive Impact Statement and, if applicable, any comments and response to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: _____

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16]

Algenon L. Marbley
United States District Judge

EXHIBIT A

**Examples of contract provisions that are void and unenforceable
according to the Final Judgment.**

**Examples of contract provisions that prohibit, deter, prevent or Penalize
Steering, Steered Plans, or Transparency.**

1.

If [OhioHealth's] Network Exclusion or inclusion in limited benefit plan product offerings as described in [another section] above results, in the good faith and reasonable opinion of [OhioHealth], in an adverse and material financial impact on any [OhioHealth's] volumes or revenues received for Covered Services in excess of [amount] per year, [the contracting payor] agrees to an adjustment in the Company Rate to offset such impact, applicable to and as proposed by [OhioHealth].

2.

In the event [payor] causes a Network Exclusion for [an OhioHealth] provider or includes [OhioHealth] Hospital as a participating provider in any limited benefit plan products (i.e., products with individual annual benefit maximum [amount]), then this Agreement will automatically terminate on the 90th day following implementation of the Network Exclusion, unless, by the end of such 90 day period:

- (A) [Payor] obtains the written consent of [OhioHealth] as to its Network Exclusion or inclusion in limited benefit plan product offerings as described in [another section].1 above; and
- (B) If [OhioHealth]'s Network Exclusion or inclusion in limited benefit plan product offerings as described in [another section] above results, in the good faith and reasonable opinion of [OhioHealth], in an adverse and material financial impact on any [OhioHealth] Providers' volumes or revenues received for Covered Services in excess of [amount] per year, Company shall agree to an adjustment in the Company Rate to offset such impact, applicable to and as proposed by such affected [OhioHealth] Provider.

No such termination or Company Rate adjustment shall be made if the reason for the [OhioHealth] Provider's Network Exclusion is a failure by [OhioHealth] Provider to meet any non-financial selection criteria established by Company for similarly situated providers in the Other Network Benefit Plan product or service as stipulated in [another Section], or [OhioHealth] Provider willingly chooses not to be a Participating Provider in such Other Network Benefit Plan product or service.

3.

Under no circumstances shall [payor], [a payor] Affiliate, Plan or a sponsor, or their respective affiliates, subsidiaries and independent contractors (collectively or individually, as the case may be, "[a payor] Advisor") provide verbal, written, website or other advice, counseling or information to Covered Individuals, their representatives, treating physicians or practitioners or others regarding higher payment rates and/or charges of Covered Services provided at OhioHealth Provider facilities versus other provider facilities, or undertake any strategy to

directly or indirectly steer Covered Individuals to provider facilities other than those of any OhioHealth Provider, based on price/charge differences, or for any reason other than the availability of health care services at the OhioHealth Provider (collectively or individually, as the case may be, a “Rate Comparison Program”), except for Rate Comparison Programs permitted under [other sections].