

Important Notice About the Settlement of Class Action Litigation Against the American Osteopathic Association
("AOA")

If You Were a Member of AOA or Paid AOA Dues on Behalf of an AOA Member at Any Time Since August 1, 2012, You May Be Eligible for Benefits from a Class Action Settlement.

If you did not pay your own membership dues, please share this information with the person or entity that paid dues on your behalf; if you paid dues on behalf of one or more AOA members, please share this information with the AOA members.

A Settlement has been reached in a class action lawsuit challenging the AOA's policy that holders of an AOA Board certification must also purchase membership in the AOA in order to maintain their Board certification, and alleging that holders of AOA "lifetime" certification were injured by allegedly fraudulent statements or intentional omissions made by the AOA that allegedly constituted misrepresentations of the "lifetime" nature of the AOA Board certifications originally granted as "lifetime" certificates. The AOA denies any liability or wrongdoing, and the Court has not decided which side is right. However, to avoid the costs and risks of litigation, the AOA has agreed to a settlement.

Who is Included? The Settlement Class consists of all persons who were AOA members and all persons or entities who paid dues on behalf of any AOA member at any time since August 1, 2012. There are also sub-classes comprised of (1) all members of the Settlement Class that have held AOA Board certifications since August 1, 2012; and (2) all members of the Settlement Class who were given "lifetime" Board certification.

What Are the Settlement Terms? The AOA has agreed to the following settlement terms:

- Rescission of the Challenged Rule: The AOA shall permanently decouple AOA Board certification from membership in the AOA, such that, as of the Effective Date of the Settlement, AOA Board certification shall no longer be conditioned upon membership in the AOA;
- Termination of Board Certification Maintenance Fee: The AOA shall, for the period from June 1, 2019 through May 31, 2022, terminate the Certification Maintenance Fee (currently \$90 per certification) that the AOA currently charges AOA Board-certified DOs. The Certification Maintenance Fee may be reinstated at any time after May 31, 2022, if approved by the AOA House of Delegates ("HOD");
- Dues Reduction: The AOA shall reduce the Annual Regular Membership dues (currently \$683) by \$90 for the 12-month period beginning June 1, 2019 through May 31, 2020. It shall not increase the Annual Regular Membership dues above that reduced amount for the period from June 1, 2020 through May 31, 2022. Any changes to the amount of Annual Regular Membership dues after May 31, 2022, shall be determined by the HOD, in accordance with the AOA's Constitution and Bylaws;
- Lifetime Certification Holders: AOA will not require Board-certified DOs who received "lifetime" Board certification to participate in Osteopathic Continuous Certification ("OCC") or to remain members of AOA. However, lifetime

certification will continue to require a license to practice in good standing for the state or other jurisdiction in which the physician practices, specialty specific Continuing Medical Education identified by the certifying board, and no evidence of unethical or unlawful conduct by the Board-certified DO;

- Continuing Medical Education ("CME"): The AOA shall, for the period from January 1, 2019 through December 31, 2021, make available to all AOA members who purchase Annual Regular Membership two courses from its online CME programming on a complimentary basis, subject to an aggregate maximum of 12 CME credits each calendar year;
- CME Acceptance for AOA Membership: The AOA shall recognize accredited CME whether taken in person or online, for purposes of maintaining membership in the AOA and will not impose membership requirements as to the number of CME credits that may be taken online versus the number of CME credits that must be taken in person. However, AOA specialty boards can identify requirements for the number of online or in person CME credits that must be taken to maintain AOA Board certification;
- No Enforcement of CME Requirements for Non-Board Certified DO Members: The AOA may maintain CME requirements as aspirational goals for members. However, physicians will not lose membership in AOA as a result of failing to meet the CME requirement, provided that the physicians meet the CME requirements for the state(s) in which they practice;
- Osteopathic Awareness Campaign Expenditures: For each of the Fiscal Years June 1, 2019-2020 and June 1, 2020-2021, the AOA shall provide funding of not less than \$2 million for the D.O. Osteopathic Physician Brand Identity Campaign, which refers to the campaign to promote "osteopathic medicine to a wide audience," described in detail on the AOA's website at: <http://www.osteopathic.org/inside-aoa/about/Pages/doctors-that-DO-campaign.aspx>;
- Establishment of Independent/Private Practice DO Task Force: The AOA shall establish a task force comprised of between five and seven members who are independent private practice DOs or DOs who practice in an independent private practice DO group, all of whom are engaged in direct patient care. The membership of this task force will be determined at the sole discretion of the AOA Board of Trustees as long as the members meet the above qualifications. The task force will be treated like any other task force. The task force shall be established for a minimum of three years;
- Costs of Notice: The AOA shall bear the costs relating to notice to the Settlement Class and Sub-Classes.
- Attorneys' Fees and Class Representative Service Awards: The AOA has also agreed to pay a court-ordered award of attorneys' fees and costs, up to a total

amount of \$2,617,000, and that Class Counsel will request that service payments of up to \$15,000 be paid to the four Class Representatives for their service on behalf of the whole Settlement Class.

How Do I Get These Benefits? A Settlement Class Member will receive these benefits from the Settlement automatically.

Your Rights Will Be Affected. YOU CANNOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS OR ANY SUB-CLASS. ONCE THE SETTLEMENT AGREEMENT BECOMES FINAL, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT AGREEMENT, INCLUDING ITS RELEASES OF ANY CLAIM THAT WAS OR COULD HAVE BEEN INCLUDED IN THIS LITIGATION. YOU WILL BE BARRED FROM MAKING ANY CLAIM OF ANY KIND, INCLUDING A CLAIM FOR MONETARY DAMAGES.

Your Right To Object. You may object to the Settlement by October 29, 2018. The Court has scheduled a hearing on November 9, 2018 to consider whether to approve the Settlement. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. You can visit the following website to learn more about how to object to the Settlement:

www.membershipfeesettlement.com.