

**IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA.**

EVELYN ADDISON, et als., on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

AMERICAN MEDICAL SECURITY, INC., and
UNITED WISCONSIN LIFE INSURANCE
COMPANY, INC.,

Defendants.

CASE NO.: 502000CA001445XXOCAH

NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU HAD OR HAVE A MED ONE OR MED ONE CHOICE MEDICAL INSURANCE POLICY ISSUED BY AMERICAN MEDICAL SECURITY, INC. AND UNITED WISCONSIN LIFE INSURANCE COMPANY, YOU MAY BE A MEMBER OF THE CLASS IN THIS CLASS ACTION AND YOU MAY BE ENTITLED TO VALUABLE CONSIDERATION BASED ON A CLASS ACTION SETTLEMENT REACHED IN THIS MATTER.

Enclosed with this notice are two documents which you should read:

- 1) the Stipulation of Settlement; and
- 2) a proof of claim form

The Stipulation of Settlement describes all of the terms of the settlement. The categories of potential consideration provided by the settlement are contained in section IV, paragraph 2 of the Stipulation of Settlement. You may or may not be eligible to receive consideration under this settlement.

The second document is the proof of claim form. **IN ORDER TO BE ENTITLED TO ANY MONIES OR OTHER BENEFITS UNDER THIS SETTLEMENT YOU MUST FILL OUT AND MAIL IN THE PROOF OF CLAIM FORM AS PROVIDED IN THAT DOCUMENT ON OR BEFORE DECEMBER 31, 2004.** If you do not fill out and mail a claim form on or before December 31, 2004, you will not be entitled to any monies or other benefits under this settlement, but you will still be bound by this settlement and its terms, including the release of all claims against American Medical Security and United Wisconsin.

The court will hold a hearing to determine whether this settlement is fair, reasonable and adequate. The fairness hearing will be held at the Circuit Court of the 15th Judicial Circuit, in and for the County of Palm Beach, 205 North Dixie Highway, West Palm Beach, Florida 33401, in Courtroom 11C, on December 13, 2004, at 4:00 p.m. You have a right to appear at the settlement hearing and the right to oppose this settlement. Please see section IV, paragraph 3.3 of the Stipulation of Settlement for the requirements for filing any opposition to this settlement. Any objections to the settlement must be filed with the court and served upon counsel for the plaintiffs and the defendants specified in section IV, paragraph 3.3 of the Stipulation of Settlement, on or before November 29, 2004.

If you have any questions or require additional information concerning this settlement, please contact Plaintiffs' Class Counsel, Jeffrey M. Liggio, Esq., Liggio, Benrubi & Williams, P.A., 1615 Forum Place, Suite 3-B, Barristers Building, West Palm Beach, FL 33401, (561) 616-3333, or the Claims Administrator, Heffler, Radetich & Saitta LLP, In re American Medical Security, Inc. Litigation, P.O. Box 490, Philadelphia, PA 19105-0490, 800-252-5745.

PLEASE DO NOT TELEPHONE THE COURT WITH QUESTIONS REGARDING THIS SETTLEMENT.

DATED: October 23, 2004

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA.

EVELYN ADDISON, et als., on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

AMERICAN MEDICAL SECURITY, INC., and
UNITED WISCONSIN LIFE INSURANCE
COMPANY, INC.,

Defendants.

CASE NO.: 502000CA001445XXOCAH

PROOF OF CLAIM FORM

This Proof of Claim Form has been provided to you in connection with the settlement of this class action litigation. **This form is being sent to you because you are a member of the certified class in this action and may be entitled to receive benefits from the settlement. In order to receive those benefits you must complete and return this claim form to the claims administrator at the address below, postmarked no later than December 31, 2004:**

American Medical Security, Inc. Litigation
Heffler, Radetich & Saitta L.L.P.
P. O. Box 490
Philadelphia, PA 19105-0490

If you do not submit this Proof of Claim Form or if you mail it after December 31, 2004, your claim will be barred and you will not receive any monies and will not be entitled to any of the non-monetary relief.

Under the terms of the Stipulation of Settlement, United Wisconsin and AMS have agreed to provide to eligible, claiming class members, monetary settlement consideration in one or more of three (3) different categories: 1) consideration related to premium increases due to health status and/or claims history (see "category 1" below); 2) consideration related to the Class Members' reduction in insurance coverage by increasing a Class Members' co-pay, deductible or decreasing their benefit level (see "category 2" below); and 3) consideration related to out-of-pocket expenditures after a Class Member lapsed his/her insurance policy (see "category 3" below). In addition to the monetary aspects of the settlement, United Wisconsin and AMS have also agreed to offer certain Class Members who lapsed their insurance policy with the Defendants the opportunity to purchase new insurance without having their premiums determined utilizing health status and/or claims history (see "category 6" below).

For a complete description of this settlement consideration, and how eligibility for and the amount of such consideration (if any) is to be determined for each claiming Class Member, please see Section IV, paragraph 2 of the accompanying Stipulation of Settlement.

By properly filling out this Proof of Claim Form and certifying your eligibility to participate in the settlement you may receive the compensation provided by the settlement. If you want to obtain additional information about the settlement, you may contact the Claims Administrator with your specific request at the address listed above or you can call the Claims Administrator at 800-252-5745.

If you wish to file this Proof of Claim Form, you are urged to do so promptly. **This Proof of Claim Form must be sent to the Claims Administrator at the above address and postmarked on or before December 31, 2004, in order for you to be able to receive any monies or other relief to which you may be entitled.**

Category 6 (Description in Section IV, paragraph 2 of the Stipulation of Settlement)

I have read the description of Category 6 relief, have completed the questions and provided the information required below and hereby believe that I am entitled to make a claim for such consideration.

To make a claim for Category 6 Compensation you must also answer the following questions. If the answer is 'none,' please state so:

- 1) Have you been insured under any health insurance policy or similar type of plan since your termination of the United Wisconsin policy (employer plan, individual plan, association plan, self funded plan, or other similar health benefit plan)?

___ Yes ___ No

- 2) If you answered yes to Question 1, then please list all such insurance policies or plans, including policy numbers and effective dates of coverage, if available. Use extra sheets if necessary.

- 3) If you answered yes to question 1, then did any of these insurance policies or similar type of plan contain exclusionary riders or preexisting condition limitations that did not expire or were not removed from the policy?

___ Yes ___ No ___ Don't know

Please attach copies of all prior insurance policies that included exclusionary riders or pre-existing condition provisions that have not been removed.

ATTESTATION:

I attest that all of the foregoing information contained in this Proof of Claim Form is true and correct to the best of my knowledge and belief.

Sign and date here:

Print your name here:

This Proof of Claim Form must be sent to the Claims Administrator at the address below and postmarked on or before December 31, 2004, in order for you to be able to receive any monies or other relief to which you may be entitled.

In re American Medical Security, Inc. Litigation
Heffler, Radetich & Saitta L.L.P.
P. O. Box 490
Philadelphia, PA 19105-0490

If you do not submit this Proof of Claim Form or if you mail it after December 31, 2004, your claim will be barred and you will not receive any monies and will not be entitled to any of the non-monetary relief.

**IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA.**

EVELYN ADDISON; BENITA AXEL; MARY
DIEM; LORRAINE EPTON; MARGEE A.
GAUDREAU; JACK HODGKIN; JOAN M.
HOWELL; BARBARA A. MacDONALD;
JOAN M. POTTER; MARY I. ROGERS;
MARCIA L. SMITH; RENEE THORNTON;
on behalf of themselves and all others similarly situated,
Plaintiffs,

CASE NO.: 502000CA001445XXOCAH

vs.
AMERICAN MEDICAL SECURITY, INC., and
UNITED WISCONSIN LIFE INSURANCE COMPANY,
Defendants.

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the “Stipulation” or the “Settlement”), dated as of September 23, 2004, is made and entered into by and among the following Settling Parties (as defined further in Section IV hereof): (i) the Representative Plaintiffs, EVELYN ADDISON; BENITA AXEL; MARY DIEM; LORRAINE EPTON; MARGEE A. GAUDREAU; JACK HODGKIN; JOAN M. HOWELL; BARBARA A. MacDONALD; JOAN M. POTTER; TERRY ROGERS as Personal Representative of the Estate of Mary Rogers; MARCIA L. SMITH; and RENEE THORNTON, on behalf of themselves and each of the Class Members, by and through their counsel of record; and (ii) the Defendants, AMERICAN MEDICAL SECURITY, INC. (“American Medical” or “AMS”) and UNITED WISCONSIN LIFE INSURANCE COMPANY (“United Wisconsin”) (collectively, the “Defendants”), by and through their counsel of record and their authorized officer and representative. The Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Litigation (as defined below) and all Released Claims (as defined in Section IV ¶ 1.14 herein), upon and subject to the terms and conditions hereof.

I. The Litigation

This action (the “Litigation”) was filed on February 2, 2000 in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “Court”). By its Order dated October 16, 2000, the Court certified a class, consisting of:

all persons who were insured under a group health insurance policy number AB 2000 issued to the Prescription for Good Health Trust by United Wisconsin Life Insurance Company and administered by American Medical Security on September 25, 1998.

Pursuant to the Court's March 21, 2001 Order, a notice of the pendency of and certification of the Litigation as a class action was mailed to the members of the Class.

The liability phase of the litigation was tried to the Court (by agreement of the parties, without a jury) in March of 2002. In its April 24, 2002 Decision, the Court found in favor of the Plaintiffs and the members of the Class on the liability issue (the “Liability Decision”).

II. Defendants’ Denials of Wrongdoing and Liability

The Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Litigation. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants have also denied and continue to deny that it was appropriate for a class to be certified in this action, and expressly reserve their right to continue to contest that issue in the event that, for any reason, this class action settlement is not fully and finally consummated (*e.g.*, this stipulation is not submitted to the Court for approval, the Court does not finally approve it, or it is reversed on appeal.)

Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation, on a class basis. The Defendants also have taken into account the uncertainty and risks inherent in complex cases such as the Litigation.

III. Claims of the Representative Plaintiffs and Benefits of Settlement

The Representative Plaintiffs believe that the claims asserted in the Litigation have merit. However, the Representative Plaintiffs and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through trial of the damages phase of the Litigation and through appeals. Class Counsel and the Representative Plaintiffs also have taken into account the uncertain outcome and the risk in the trial of the damages phase of the Litigation, and appeals, as well as the difficulties and delays inherent therein. Class Counsel and the Representative Plaintiffs also are mindful of asserted and possible defenses to the claims asserted in the Litigation. Class Counsel and the Representative Plaintiffs believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Class. Based on their evaluation, Class Counsel and the Representative Plaintiffs believe that the Settlement set forth in the Stipulation is in the best interests of the Representative Plaintiffs and the Class.

IV. Terms of Stipulation and Agreement of Settlement

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Representative Plaintiffs, EVELYN ADDISON; BENITA AXEL; MARY DIEM; LORRAINE EPTON; MARGEE A. GAUDREAU; JACK HODGKIN; JOAN M. HOWELL; BARBARA A. MacDONALD; JOAN M. POTTER; TERRY ROGERS as Personal Representative of the Estate of Mary Rogers; MARCIA L. SMITH; and RENEE THORNTON, on behalf of themselves and each of the Class Members, by and through their counsel of record, and the Defendants, AMERICAN MEDICAL SECURITY, INC. and UNITED WISCONSIN LIFE INSURANCE COMPANY, by and through their authorized officer and representative and through their counsel of record, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled and released, and the Litigation shall be dismissed, with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as follows:

1. Definitions

As used in this Stipulation the following terms have the meanings specified below:

- 1.1 "American Medical" and "AMS" means the Defendant and settling party, AMERICAN MEDICAL SECURITY, INC.
- 1.2 "Applicable Time Period" means the period from January 1, 1993 through December 31, 2002.
- 1.3 "Approved Claimant" means any Class Member whose claim for recovery has been allowed in whole or in part pursuant to the terms of the Stipulation.
- 1.4 "Claimant" means any Class Member who files a Proof of Claim in such form and manner, and within such time, as is set forth in this Stipulation and/or as the Court shall otherwise prescribe.
- 1.5 "Claims Payments Lost" means the total amount of claims dollar benefits that would have been paid under the Most Similar Policy, minus the amount of claims dollar benefits actually paid under reduced coverage.
- 1.6 "Class" means the class of all Persons who, on September 25, 1998, were insured under group health insurance policy number AB 2000 issued to the Prescription for Good Health Trust by United Wisconsin Life Insurance Company and administered by American Medical Security, excluding those Persons who requested exclusion from the Class unless the Court thereafter formally rescinded such person's exclusion.
- 1.7 "Class Counsel" means: Jeffrey M. Liggio, Esq., Liggio, Benrubi & Williams, P.A., 1615 Forum Place, Ste. 3-B, West Palm Beach, Florida, 33401; Louis M. Silber, Esq., Silber & Valente, 1800 Old Okeechobee Road #200, West Palm Beach, Florida 33409; Edward H. Zebersky, Esq., Zebersky, Payne & Kushner, P.A., 4000 Hollywood Blvd., 400-N, Hollywood, Florida 33021; Edward F. Haber, Shapiro Haber & Urmy LLP, 75 State Street, Boston, Massachusetts 02109; D. Brian Hufford, Esq., Pomerantz, Haudeck, Block, Grossman & Gross, LLP, 100 Park Avenue, 26th Floor, New York, New York, 10017.
- 1.8 "Class Member" or "Member of the Class" means a Person who meets the criteria for membership in the Class defined in Section IV ¶ 1.6, above.
- 1.9 "Defendants" mean AMERICAN MEDICAL SECURITY, INC. and UNITED WISCONSIN LIFE INSURANCE COMPANY.
- 1.10 "Effective Date" means the first date by which all of the events and conditions specified in Section IV ¶ 7.1, below, have been met and have occurred.
- 1.11 "Final" when describing an order or judgment, means the later of (i) the first business day after the date on which the time for appeal or review of such order or judgment has expired and no appeal has been filed, which for purposes of this Stipulation shall be thirty (30) days after the entry of such order or

judgment or the next business day thereafter, or such other date as the Court or any appellate court may order, or (ii) if any appeal is filed and not dismissed, the date one business day after such order or judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or by review by writ of certiorari.

- 1.12 “Most Similar Policy” means that policy offered by Defendants in 1999 that was determined by Defendants to provide the coverage benefit plan most similar to the plan each Class Member had in effect in 1998.
- 1.13 “Person” for the purposes of this Stipulation means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, trustee, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, parents, subsidiaries, predecessors, successors, representatives, or assignees.
- 1.14 “Released Claims” shall collectively mean all claims, demands, rights, liabilities and causes of action, whether arising under any state, federal, or foreign statutory or common law or rule, whether known or unknown, arising out of, based upon, or in any way related to the claims or potential claims that have been asserted or that might have been asserted, by the Representative Plaintiffs or any Class Member against the Released Persons in the Litigation, including but not limited to claims or potential claims relating to the termination by the Defendants of the Class Members’ MedOne insurance policies in 1999; the Defendants’ offering to the Class Members, in 1998 and 1999, the MedOne Choice insurance policies to replace the MedOne insurance policies; the amounts that the Defendants charged the Class Members as premiums for their MedOne and MedOne Choice insurance policies during the Applicable Time Period, including the Defendants’ practice of setting premiums for those insurance policies by tier rating; and all other facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Litigation, whether known or unknown, based upon, arising out of or in any way relating to the facts which have been asserted or could have been asserted in the Litigation.
- 1.15 “Released Persons” means the Defendants, AMERICAN MEDICAL SECURITY, INC. and UNITED WISCONSIN LIFE INSURANCE COMPANY, and each of their past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, related or affiliated entities and any entity in which the Defendants have a controlling interest, and Taxpayers Network, Inc. and the Prescription for Good Health Trust and each of its trustees, past, present or future, including AmSouth Bank.
- 1.16 “Representative Plaintiffs” means EVELYN ADDISON; BENITA AXEL; MARY DIEM; LORRAINE EPTON; MARGEE A. GAUDREAU; JACK HODGKIN; JOAN M. HOWELL; BARBARA A. MacDONALD; JOAN M. POTTER; TERRY ROGERS as Personal Representative of the Estate of Mary Rogers; MARCIA L. SMITH; and RENEE THORNTON.
- 1.17 “Settlement Consideration” means the monetary and other benefits to be provided to the Class by the Defendants pursuant to the Settlement as further described in Section IV ¶ 2.1 and the Attorneys Fees and Expenses to be paid by the Defendants to Class Counsel as described in Section IV ¶ 6.1.
- 1.18 “Settling Parties” means, collectively, the Representative Plaintiffs on their own behalf and on behalf of the Members of the Class, and the Defendants.
- 1.19 “UNITED WISCONSIN” means the Defendant and Settling Party, UNITED WISCONSIN LIFE INSURANCE COMPANY.

2. The Settlement Consideration

- 2.1 The Settlement Consideration shall include the following monetary payments to be made by Defendants (see Categories 1, 2, and 3) and the following other benefits to be provided by the Defendants (see Categories 4, 5, and 6) and the attorneys fees and costs detailed in Section IV, ¶ 6.1:

Category No. 1. “Excess Tier Rating Payments” Consideration:

Only those Class Members whose overall premium payments result in a positive consideration calculation as described below, and who make claim for such consideration, are eligible for Category 1 Consideration. Consideration for those Claimants who make claim for consideration under Category 1 shall be computed as ninety six (96%) percent of the “Excess Tier Rating Payments” as hereinafter defined. For purposes of Category 1 consideration, the

term “Excess Tier Rating Payments” means the excess amount of premiums a claimant paid for any and all policy years in which the premiums actually paid exceeded the amount such claimant would have paid with a “Permitted Health Factor” (as hereinafter defined). For purposes of Category 1, a “Permitted Health Factor” is the greater of 1.0 or the health diagnosis factor originally assigned to such claimant at the time of new business.

Category No. 2. “Coverage Reduction” Consideration:

Only those Class Members who remained insured with Defendants after January 1, 1999; who had an increase of their health diagnosis factor for any policy offered or issued in 1999 or thereafter; who reduced coverage from the Claimant’s Most Similar Policy no earlier than 65 days prior to the effective date of the increase of their health diagnosis factor; and who make claim for such consideration are eligible for consideration under Category 2.

Consideration for those Claimants who make claim for consideration under Category 2 shall be computed as eighty percent (80%) of the difference of Claims Payments Lost minus “Premiums Saved.” For purposes of Categories 2, the term “Premiums Saved” means the amount of premiums that would have been paid by the claimant under the Claimant’s Most Similar Policy, minus the premiums such claimant actually paid to Defendants. There is no aggregate dollar limit to the amount Defendants will pay under Category 2.

Category No. 3. “Lapsed Coverage” Consideration:

Only those class members who, on or after January 1, 1999, had an increase in their health diagnosis factor for any policy offered or issued in 1999 or thereafter, who, no earlier than 65 days prior to the effective date of the increase of their health diagnosis factor, dropped coverage entirely or purchased new coverage with lesser plan benefits than their prior coverage with Defendants, and who make claim for such consideration are eligible for consideration under Category 3. Consideration for those Claimants who make claim for consideration under Category 3 shall be computed as eighty percent (80%) of the difference of Claims Payments Lost minus Premiums Saved. Claimants will be required to provide documentation as to the amount of premiums paid for new coverage (if any), the amount of medical bills reimbursed by other sources, and sufficient data regarding unreimbursed incurred medical bills to permit Defendants to calculate the amount of claims that would have been paid under the Most Similar Policy. There is no aggregate dollar limit to the amount Defendants will pay under Category 3. For purposes of Category 3, the term “Premiums Saved” means the amount of premiums that would have been paid by the Claimant under the Claimant’s Most Similar Policy, minus the premium such Claimant actually paid for other coverage.

Category No. 4. Cessation of Tier-Rating:

In 2003, the Defendants ceased tier rating their MedOne Choice policies in Florida and have no intention of tier rating MedOne Choice policies in Florida in the future.

Category No. 5. Allowing Current Insureds to Purchase Other Policies:

Subsequent to the Court’s Liability Decision in the Litigation, the Defendants offered all Class Members who are currently insured by the Defendants the opportunity, without underwriting and without consideration in any way of their medical condition or claims history, the opportunity to purchase any MedOne Choice policy currently being offered by the Defendants in Florida, at current block, non-tier rated, rates.

Category No. 6. Allowing Some Lapsers to Purchase Policies:

Only those Class Members who terminated coverage with Defendants following or within 65 days prior to, an actual or scheduled increase in diagnosis factor, with respect to a renewal rate increase effective on or after January 1, 1999 who did not become insured under an “Intervening Health Insurance Policy,” as that term is defined below, or become eligible for Medicare, from the date of such termination to the present, who make claim for coverage as described hereunder and who are otherwise eligible for coverage are eligible for relief described under Category 6 regardless of health status.

The Defendants will offer all Class Members who make claim for Category 6 relief and who are eligible hereunder the opportunity to purchase the currently offered MedOne Choice policy which is determined by Defendants and Class Counsel to be most similar to the Claimant’s Most Similar Policy, without regard in any way to the medical condition or claims history of the Class Member, with a diagnosis factor of 1.0.

The term “Intervening Health Insurance Policy” means:

- i) a health insurance policy which provides coverage without any preexisting condition riders or exclusions, or specific medical condition riders or exclusions (other than such specific medical condition riders or exclusions that were also included in their last MedOne or MedOne Choice policy); or
- ii) a health insurance policy which, when initially obtained by a Class Member, had pre-existing condition exclusions or riders, which preexisting condition exclusions or riders subsequently expired, thereby leaving the Class Member with coverage for all pre-existing conditions.

3. Preliminary Approval Order And Final Approval Hearing

- 3.1 On or before September 23, 2004, Class Counsel shall file this Stipulation together with its Exhibits with the Court and shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit A hereto, preliminarily approving the settlement set forth in the Stipulation, approving the mailing of a settlement notice (the "Notice"), substantially in the form of Exhibit A-1 hereto, the Proof of Claim, in the form of Exhibit A-2 hereto, and the Stipulation to the Members of the Class.
- 3.2 Within the time set forth in Section IV ¶ 5.3, the Claims Administrator will mail the Documents identified and defined in Section IV ¶ 5.3 below. The documents will be mailed to the last, best address for each Class Member possessed by the Defendants.
- 3.3 The Court shall set the date of hearing for final approval (the "Final Approval Hearing") not sooner than 80 days after the date the entry of the Preliminary Approval Order and shall order that any Class Member who objects to the Settlement or Class Counsels' application for attorneys fees and expenses, must a) file their objection with the Clerk of the Circuit Court in and for Palm Beach County Florida, on or before 14 days prior to the Final Approval Hearing; b) serve their objection on counsel for the Plaintiffs, Jeffrey Liggio, Esq., 1615 Forum Place, Ste. 3-B Barristers Building West Palm Beach, FL 33401 and Edward H. Zebersky, Esq., 4000 Hollywood Blvd. Suite 400 North, Hollywood, FL 33021 and counsel for the Defendants, Henry Handler Suite 218A, One Boca Place, 2255 Glades Road, Boca Raton, FL 33431, postmarked on or before 14 days prior to the Final Approval Hearing; c) the objection must be made in writing and must state in specific detail the nature of the objection along with the underlying facts of each objection; d) the objection must contain the legal authority for each objection; and e) the objection must also identify all of the witnesses and contain all of the exhibits that may be utilized in supporting the objection.

4. Releases

- 4.1 Upon the Effective Date, as defined in Section IV ¶ 7.1, the Representative Plaintiffs and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims and any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the actions against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim. The Proof of Claim shall be substantially in the form contained in Exhibit A-2 hereto.
- 4.2 Upon the Effective Date, as defined in Section IV ¶ 7.1, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged each and all of the Class Members and Class Counsel from all claims arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims.

5. Administration And Calculation Of Claims, Final Awards And Supervision And Distribution Of Settlement Consideration

- 5.1 The Claims Administrator will be Heffler, Radetich & Saitta LLP, 1515 Market St., Suite 1700, Philadelphia, PA 19102.
- 5.2 For all purposes in this paragraph 5 of Section IV, any deadlines for mailing or sending or submitting anything shall mean the date of postmark.
- 5.3 Pursuant to the Preliminary Approval Order, the Claims Administrator will mail the notice attached hereto as Exhibit A-1 (the "Notice"), the Claim Form attached hereto as Exhibit A-2, and this Stipulation (collectively, the "Documents") to each Member of the Class, within 30 days of the entry of the Preliminary Approval Order. The Documents will be mailed to the last, best address for each Class Member possessed by the Defendants.
- 5.4 The Claims Administrator will make reasonable efforts to effect delivery of the Documents on those Class Members whose original mailing of the Documents are returned to the Claims Administrator as undeliverable. This will include obtaining more current addresses from the post office or other service and re-mailing to the same address. If the Claims Administrator cannot obtain a more current address then the Claims Administrator will re-mail the Documents to the address to which it had been mailed initially.
- 5.5 The Claims Administrator will send, receive and control claim forms, claims documentation and other communications to and from Class Members. The Claims Administrator will create a paper and electronic record of all claim forms and other documents received from Class Members. The Claims Administrator will promptly forward copies of all such documents to the Defendants and Class Counsel, in the form – electronic or paper or both – as requested by Defendants and Class Counsel.

- 5.6 The Class Members will be required to mail their completed Claim Forms to the Claim Administrator within 70 days of the mailing of the Claim Form to the Class Member.
- 5.7 If the Claims Administrator identifies any procedural deficiencies in a submitted claim form, such as failure to provide a social security number or failure to sign a claim form, the Claims Administrator shall notify the Class Member of those deficiencies, by sending the Class Member a written deficiency notice, which shall describe the deficiency or deficiencies and shall provide the Class Member with fifteen (15) days to rectify the identified deficiencies. If the Class Member does not rectify the deficiencies within fifteen (15) days, the claim or the part of the claim to which the deficiency relates will be disallowed. Copies of deficiency notices will be sent by the Claims Administrator to the Defendants and Class Counsel.
- 5.8 If a Class Member who makes a claim for Category No. 3 compensation fails to provide any supporting documentation whatsoever with his or her Claim Form, the Claims Administrator shall notify the Class Member that the necessary supporting documentation was not submitted with the Claim Form and that, if the Class Member does not, thereafter, within 30 days, provide supporting documentation for his or her Category No. 3 claim, the claim for Category No. 3 compensation will be denied.
- 5.9 All Class Members who fail to timely submit a Claim Form within the required time periods, shall be forever barred from receiving any Settlement Consideration pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment.
- 5.10 After the Effective Date, the calculations and evaluations to determine the Class Members' recovery in Category Nos. 1, 2 and 3 above and eligibility for a new policy under Category No. 6, will be performed by the Defendants, subject to reasonable review by Class Counsel.
- 5.11 The Defendants will pay the costs of claims administration, in an amount not to exceed \$25,000, plus the costs of printing and mailing the Documents. Notwithstanding any other provisions of this Stipulation, including but not limited to Section IV ¶¶ 7.2 and 7.3 below, the Defendants' obligations herein to pay those costs shall survive the termination of this agreement, for any reason, and shall survive even if the Effective Date does not occur.
- 5.12 If the costs of claims administration exceed the amounts set forth and described in Section IV ¶ 5.11 above, those additional costs will be paid for by Class Counsel.
- 5.13 The Defendants shall cause the Settlement Consideration with respect to Category Nos. 1, 2 and 3 above to be sent to each Approved Claimant entitled to such payments pursuant to the Settlement. Said payments with respect to Category Nos. 1 and 2 shall be made within 30 days of the Effective Date. Said payments with respect to Category No. 3 shall be made within 60 days of the Effective Date. The payment shall be sent with a Determination Letter to the Class Member. The language of the Determination Letter will be substantially similar to the language in Exhibits B-1 and B-2.
- 5.14 The Defendants shall determine a Claimant's eligibility for Category No. 6 consideration within 30 days of the Effective Date.
- 5.15 The Defendants shall send to each approved Claimant for Category No. 6 an application and quotation for the insurance policy to which he or she is entitled pursuant to this Stipulation, within 15 days of Defendants' determining their entitlement to such insurance. An insurance policy shall be issued to such claimants as soon as practicable after Defendants' receipt of a properly completed application, and in no event in more than 30 days after Defendants' receipt of a properly completed application.
- 5.16 The Defendants will also send a Determination Letter to each Claimant whom Defendants determine is not entitled to compensation under the settlement, explaining the reasons for those determinations. The language of the Determination Letter will be substantially similar to the language in Exhibit B-3.
- 5.17 The Defendants shall simultaneously send copies of all Determination Letters to the Claims Administrator and to one of the Class Counsel, to be designated by Class Counsel.
- 5.18 In the event of a disagreement regarding the evaluation of a claim, the parties will make a good faith effort to resolve the disagreement. Any disagreement that thereafter remains unresolved shall be presented by motion, to the Court, for resolution. If the Court substantially upholds a Class Member's position regarding his or her claim, the Class Member will be entitled to his or her reasonable attorneys fees and costs for prosecuting the motion, to be paid by the Defendants. If the Court substantially upholds the Defendants' position regarding the claim, the Defendants will be entitled to their reasonable attorneys fees and costs in connection with the motion, to be paid by the Class Member.
- 5.19 The Defendants shall file, within 180 days of the Effective Date, a certification with the Court identifying all Class Members to whom payments were sent, and the amounts of those payments, and any open claims still unresolved.

- 5.20 No Person shall have any claim against Class Counsel or the Claims Administrator, or other agent designated by Class Counsel, or against Defendants or their counsel, based on the distributions made substantially in accordance with the Stipulation and the Settlement contained herein, or further orders of the Court.
- 5.21 Class Members shall look solely to the Settlement Consideration for settlement and satisfaction of any and all Released Claims. Class Members shall not be entitled to any consideration, compensation, or award to be paid by the Defendants other than any Settlement Consideration to which they are eligible under this Stipulation, as that Settlement Consideration is defined herein.

6. Class Counsel's Attorneys' Fees, Reimbursement Of Their Expenses, Honoraria, And Order Vacating Liability Decision

- 6.1 Attorneys' Fees: In addition to the recovery for the Class described above, Defendants will pay Class Counsel for their attorneys' fees and their expenses incurred in prosecuting the Litigation on behalf of the Plaintiffs and the Class, as follows:
- a. Ten Million (\$10,000,000.00) Dollars within two (2) days after the Effective Date.
 - b. Defendants are presently in litigation against the Defendants' insurance carrier Executive Risk Specialty Insurance Company ("Executive Risk") in connection with the Defendants' claim that insurance policies issued by Executive Risk insure them for their defense costs and for the claims asserted against the Defendants in the Litigation. That action is pending in the United States District Court for the Eastern District of Wisconsin (Green Bay) and is entitled American Medical Security, Inc., et al., v. Executive Risk Specialty Insurance Company, No. 02-CV-01205-WCG (the "Insurance Coverage Action").
 - c. In addition to the \$10,000,000.00 payment for fees and expenses described in Section IV ¶ 6.1(a) above, Defendants will pay Class Counsel, as part of their fees for representing the Plaintiffs and the Class in the Litigation, the first Four Million (\$4,000,000.00) Dollars recovered by the Defendants from or on behalf of Executive Risk. (If less than \$4,000,000.00 is recovered, Class Counsel will receive 100% of the amount recovered.) If Defendants receive anything of value, such as reduced future premiums, Defendants will pay Class Counsel the value of that consideration up to Four Million (\$4,000,000.00) Dollars.
 - d. The Defendants will have no obligation to pay Class Counsel any fees or expenses other than the above-referenced \$10,000,000.00 in Section IV ¶ 6.1(a) other than out of a recovery, if any, from or on behalf of Executive Risk in the Insurance Coverage Action.
 - e. The Defendants covenant and agree that despite the fact that they have assigned to the Class Counsel the above-referenced interest in the Insurance Coverage Action, they will continue to prosecute the Insurance Coverage Action as they would have had they not made that assignment and as they would have if they had continued to own all of the interest in the Insurance Coverage Action.
 - f. The Defendants covenant and agree that they will take no action in the Insurance Coverage Action or in connection with the Insurance Coverage Action which would prejudice or impede Class Counsel's interest in the Insurance Coverage Action, set forth in Section IV ¶ 6.1(c) above.
 - g. The Defendants covenant and agree that they will take no action in the Insurance Coverage Action or in connection with the Insurance Coverage Action which would compromise Class Counsel's interest in the Insurance Coverage Action, set forth in Section IV ¶ 6.1(c) above, without Class Counsel's prior written consent.
 - h. The Defendants will, on a continuing basis, provide Class Counsel with reasonable, current information regarding the activities in and progress of the Insurance Coverage Action, including copies of all substantive court filings in the case. Defendants will also authorize their counsel representing them in the Insurance Coverage Action (in which action the Defendants here are the plaintiffs), to provide Class Counsel with written and oral reports regarding the activities in and progress of the Insurance Coverage Action. Reports given to one of the Class Counsel, as designated by Class Counsel, will be deemed to be given to all Class Counsel. Defendants shall have no obligation to provide information that is privileged or attorney work product.
 - i. The Defendants shall have the right during the six months after the Effective Date, to purchase from Class Counsel their interest in the proceeds of the Insurance Coverage Action, set forth in Section IV ¶ 6.1(c) above, for \$2,600,000.00. That purchase right shall be exercised by written notice and tender by Defendants of \$2,600,000.00 to Class Counsel.

- j. All costs of prosecuting the Insurance Coverage Action will, at all times, be borne by the Defendants.
- 6.2 Honoraria: Class Counsel intend to request that the Court award some of the Members of the Class, including some of the named Plaintiffs, who actively assisted Class Counsel in prosecuting the Litigation, honoraria, in addition to the recovery to which they are entitled under the Settlement. The total honoraria that would be requested will not exceed \$100,000. Any such honoraria awarded by the Court would be paid for by Class Counsel.
- 6.3 Order Vacating Liability Decision: This Settlement is conditioned upon the existence of a Final order vacating the Liability Decision (defined in Section I, supra.) However, this Settlement is also conditioned on the parties' agreement that the Liability Decision will not be vacated on the basis of this settlement if, for any reason (including because the Effective Date is not reached), the Settlement set forth in this Stipulation is terminated or fails to become effective according to its terms.

Consequently, the Settling Parties will jointly move that any Judgment finally approving the Settlement, (a) vacate the Liability Decision, but (b) state that if the Settlement set forth in this Stipulation is terminated or fails to become effective according to its terms for any reason (including because the Effective Date is not reached), the Judgment, including its provision vacating the Liability Decision, is vacated nunc pro tunc, and the Liability Decision is reinstated.

7. Conditions Of Settlement, Effect Of Disapproval, Cancellation Or Termination

- 7.1 The Effective Date shall be conditioned on the occurrence of all of the following events:
 - a. The Court has entered the Preliminary Approval Order, as required by Section IV ¶ 3.1;
 - b. The Court has entered the Judgment substantially in the form of Exhibit C (which must contain the order vacating the Liability Decision described in Section IV ¶ 6.3); and
 - c. The Judgment, specifically including the order therein vacating the Liability Decision, has become Final as defined in Section IV ¶ 1.11. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to an application for attorneys' fees, costs or expenses, shall not in any way delay or preclude the Judgment from becoming Final.
- 7.2 Unless all of the conditions specified in Section IV ¶ 7.1 are met, the Stipulation shall be canceled and terminated subject to Section IV ¶ 7.3, unless Class Counsel and counsel for Defendants mutually agree in writing to proceed with the Stipulation.
- 7.3 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation as of the day before the Stipulation was fully executed. In such event, the terms and provisions of the Stipulation shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose. Further, in such event, any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, nunc pro tunc, including the Order vacating the Liability Decision referenced in Section IV ¶ 6.3 and Section IV ¶ 7.1(c). In that circumstance, Defendants reserve the right to contest the propriety of class certification in this action, and this agreement is without prejudice to the rights of Defendants to continue to (i) oppose class certification in this action should this agreement not be approved by the court or implemented for any reason, or (ii) oppose class certification in any other proposed or certified class action. This settlement shall not be used in this or any other action in any way in connection with litigation concerning the propriety of class certification.
- 7.4 The Defendants warrant as to themselves that, the payments required to be made by them pursuant to the Stipulation will not render the Defendants insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This warranty is made by the Defendants and not by the Defendants' counsel.
- 7.5 If a case is commenced in respect of the Defendants under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event of entry of a final order of a court of competent jurisdiction determining the transfer of the Settlement Consideration to or for the benefit of the Class and/or Class Counsel, or any portion thereof by or on behalf of the Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly replaced by other Released Parties, then, at the election of Class Counsel, the parties shall jointly move the Court to vacate and set aside the releases given and Judgment entered in favor of the Defendants pursuant to this Settlement, which releases and Judgment shall be null and void and the Parties shall be restored to their respective positions in the Litigation as of the date one day prior to the date of this Stipulation.

7.6 In the event that there is a material non-delivery by the Defendant of the Settlement Consideration required to be delivered pursuant to this Stipulation, Class Counsel shall give the Defendants written notice of said material non-delivery. Thereafter, during the next 10 days, the Settling Parties will make a good faith effort to resolve the issue. If, after that 10 days, the issue is not resolved to the satisfaction of Class Counsel, Class Counsel may move the Court to declare the Defendants in material breach of the Stipulation and if the Court finds the Defendants in material breach of the Stipulation, then the Representative Plaintiffs shall have the option to either (i) terminate this Settlement; (ii) enter a consent judgment for specific performance and assert a claim against the Defendants for any damages resulting from the delayed payment; or (iii) pursue a claim against the Defendants for breach of this contract, and for any other legal or equitable remedy they have against the Defendants resulting from such non-performance.

8. Miscellaneous Provisions

8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

8.2 The parties intend this Stipulation to be a final and complete resolution of all disputes between them with respect to the Litigation and the Released Claims. The Settlement compromises contested claims and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense, or by Defendants as to the propriety of the certification of a class in this case. While retaining their right to deny that the claims advanced in the Litigation were meritorious, Defendants, in any statement made to any media representative (whether or not for attribution) will not claim that the Litigation was not filed in good faith, but will state that the action is being settled voluntarily after consultation with competent legal counsel. The Settling Parties agree that the amounts to be paid as Settlement Consideration and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made after the date of this Stipulation in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

a. shall not be offered or received against the Defendants as evidence of or construed or deemed to be evidence of any presumption, concession, or admission by the Defendants of the truth of any fact alleged by the Representative Plaintiffs or the validity of any claim that had been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants, or the propriety of class certification in this case or in any other case filed against the Defendants or any of the Released Parties;

b. shall not be offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Defendants, or against the Representative Plaintiffs and the Class as evidence of any infirmity in the claims of the Representative Plaintiffs and the Class;

c. shall not be offered or received against the Defendants as evidence of a presumption, concession or admission of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder;

d. shall not be construed against the Defendants or the Representative Plaintiffs and the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

e. shall not be construed as or received in evidence as an admission, concession or presumption against the Representative Plaintiffs or the Class or any of them that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the value of the Settlement Consideration.

8.4 The July 17, 2002 Order entered by the Court in the Litigation regarding the Defendants' confidential documents shall survive this Stipulation and the Effective Date. Class Counsel shall return all copies of the documents covered by that Order within ten (10) days of the Effective Date.

- 8.5 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.
- 8.6 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
- 8.7 This Stipulation and the Exhibits attached hereto constitute the entire agreement between the Representative Plaintiffs, the Class, and Class Counsel, on the one hand, and the Defendants, and its counsel, on the other hand, and supersede any and all prior oral and written contracts, representations, warranties, promises, inducements, or arrangements involving the Settling Parties concerning settlement, the Stipulation, its Exhibits, or its effects. Except as otherwise provided herein, each party shall bear its own costs.
- 8.8 The Representative Plaintiffs and Class Counsel expressly warrant that, in entering into this Stipulation, they relied solely upon their own knowledge, investigation, and judgment, and not upon any promise, representation, warranty, or other statement by the Settling Defendants not expressly contained herein.
- 8.9 The Defendants and Defendants' Counsel expressly warrant that, in entering into this Stipulation, they relied solely upon their own knowledge, investigation, and judgment, and not upon any promise, representation, warranty, or other statement by the Representative Plaintiffs or Class Counsel not expressly contained herein.
- 8.10 Each Class Counsel executing the Stipulation on behalf of the Representative Plaintiffs hereby warrants that such Person has the full authority to do so.
- 8.11 Each counsel and other Person executing the Stipulation on behalf of the Defendants hereby represents and warrants that he has obtained all approvals and authority from all officers and directors of the Defendants which are necessary for him to enter into this Stipulation on behalf of the Defendants and to fully bind and commit the Defendants to all of the terms of this Stipulation.
- 8.12 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Each signatory will date the execution of this Stipulation by that signatory. The Stipulation will be deemed fully executed when signed and dated by each signatory. Signatures may be provided by facsimile transmission, with the original to be supplied by Federal Express, next day delivery. A complete set of original executed counterparts shall be filed with the Court on September 23, 2004.
- 8.13 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto, including the Released Persons. All non-parties who are Released Persons are intended third-party beneficiaries entitled to enforce this Stipulation and the releases contained and anticipated in the Stipulation. Otherwise, except as expressly provided in this Stipulation, the Stipulation is not intended to benefit or give rights to any third parties.
- 8.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all parties hereto, including Class Members, submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, including entry of injunctions or other orders against the prosecution of Released Claims against any of the Released Persons.
- 8.15 Nothing in this Stipulation or Settlement, or the negotiations or proceedings relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, the joint defense privilege, the accountants' privilege, or work product immunity.
- 8.16 The Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Florida and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Florida without giving effect to that state's choice of law principles.
- 8.17 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that the Stipulation is the result of arm's-length negotiations between the parties and all parties have contributed substantially and materially to the preparation of this Stipulation. Captions and section headings used throughout this Stipulation are for convenience only and shall not affect the interpretation or construction of this Stipulation.

SIGNATURE PAGE

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and the Class Members:

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By: /s/
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Date executed: September 23, 2004

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By: /s/
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Date executed: September 23, 2004

TIMOTHY J. MOORE, Senior Vice President of
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3100 AMS Boulevard
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By: /s/
TIMOTHY J. MOORE, ESQ.

Date executed: September 23, 2004

In re American Medical Security, Inc. Litigation
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