

**IN THE SUPERIOR COURT OF THE STATE OF
DELAWARE IN AND FOR SUSSEX COUNTY**

	:	
MARIO T. KERR, on behalf of himself and all others	:	
similarly situated	:	C.A. NO. 06C-06-012-ESB
Plaintiff,	:	
	:	
v.	:	
AMERICAN INDEPENDENT	:	
INSURANCE COMPANY,	:	
	:	
Defendant.	:	
	:	

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FAIRNESS HEARING**

TO: SETTLEMENT CLASS

YOU MAY BE ENTITLED TO MONEY UNDER THE TERMS OF THIS CLASS ACTION SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A SUMMONS. IT IS NOT AN ORDER TO COME TO COURT.

IT TELLS YOU ABOUT A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT AND AN ANNOUNCEMENT OF A COURT HEARING THAT YOU MAY CHOOSE TO ATTEND. THE HEARING WILL CONCERN WHETHER THE PROPOSED SETTLEMENT SHOULD BE APPROVED.

THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS.

USTED PUEDE TENER DERECHO A DINERO BAJO LOS TÉRMINOS DE LA RESOLUCIÓN DE ESTE PLEITOCOLECTIVO. FAVOR DE LEER ESTE DOCUMENTO CUIDADOSAMENTE. ÉSTO NO ES UNA DEMANDA. ÉSTO NO ES UNA ORDEN PARA ACUDIR A LA CORTE. ÉSTE DOCUMENTO ES UNA NOTIFICACIÓN DE UNA PROPUESTA DE RESOLUCION DE UN PLEITO COLECTIVO Y UNA NOTIFICACIÓN DE UNA AUDIENCIA FRENTE LA CORTE A QUE USTED PUEDE ACUDIR. LA AUDIENCIA TRATARA DE LA APROBACIÓN DE LA RESOLUCIÓN PROPUESTA. LA RESOLUCIÓN PROPUETA PUEDE AFECTAR SUS DERECHOS.

This class action was brought on behalf of a Plaintiff Class of all insureds of American Independent Insurance Company who allegedly suffered damages when American Independent Insurance Company (“AIIC”): i) failed to pay personal injury protection benefits (“PIP”) within thirty (30) days after having received written notice of a covered loss of expense and demand for payment of such, as required by 21 Del.C. § 2118; and, further, ii) failed to pay the interest on said PIP benefits required by 21 Del.C. § 2118B.

The “**Settlement Class**” includes all persons insured by American Independent Insurance Company in Delaware who submitted a claim to American Independent Insurance Company during the Class Period of June 9, 2003 through December 31, 2007, for medical expenses, lost wages or other first-party statutory benefits pursuant to 21 Del.C. § 2118(a), which claim was unassigned and paid by American Independent Insurance Company: (1) after the expiration of the thirty-day period as provided for in 21 Del. C. § 2118(a); and (2) without payment of all interest provided for in 21 Del.C. § 2118B.

“**PIP**” or “**Personal Injury Protection**” benefits are those benefits recoverable under 21 Del C. § 2118 and the American Independent Insurance Company policies, including lost earnings, funeral expenses and reasonable and necessary medical expenses incurred as a result of injuries sustained in a motor vehicle accident within two years from the date of the accident.

WHY SHOULD I READ THIS NOTICE?

The parties have proposed to settle this class action lawsuit styled Mario T. Kerr v. American Independent Insurance Company, in the Superior Court of the State of Delaware, Sussex County, C.A. No. 06C-06-012-ESB. You may be a member of the class. If the Settlement is approved by the Court, your legal rights may be affected.

This Notice, which has been approved by the Court, is only a summary. A more detailed document called the Stipulation of Settlement containing the complete terms of the proposed Settlement is on file with the Court. You may obtain this document from the Court and you are encouraged to review it if you have any questions.

WHAT IS THIS LAWSUIT ABOUT?

This lawsuit was filed in the Superior Court for the State of Delaware, Sussex County by Mr. Kerr, an insured, against American Independent Insurance Company. The lawsuit alleges that American Independent Insurance Company, failed to timely pay in whole or in part covered claims for medical expenses, lost earnings or other benefits under PIP coverages as issued by American Independent Insurance Company. Specifically, this class action covers claims of all insureds of American Independent Insurance Company, who allegedly suffered damages when American Independent Insurance Company failed to pay in whole or in part personal injury protection benefits within thirty (30) days after having received written notice of loss and demand for payment, as mandated by 21 Del.C. § 2118(a), and, further, failed to pay the interest on said benefits required by 21 Del.C. § 2118B.

American Independent Insurance Company denies any allegations of wrongdoing. The Court has made no ruling on the merits of Mr. Kerr's claims or the defenses of American Independent Insurance Company, and the Court has made no determination about the strengths and weaknesses of either the Plaintiffs or the Defendant's contentions in this case or that the suit can be maintained as a class action. American Independent Insurance Company denies that any prior PIP settlement payment was not fair or reasonable under the law, the policy and the individual circumstances.

WHO IS COVERED BY THE SETTLEMENT?

The Settlement Class

The "Settlement Class" that is covered by the Stipulation of Settlement is defined to mean all persons insured by American Independent Insurance Company in Delaware who submitted a claim to American Independent Insurance Company during the Class Period of June 9, 2003 through December 31, 2007, for medical expenses, lost wages or other first-party statutory benefits pursuant to 21 Del.C. § 2118(a), which claim was unassigned and paid by American Independent Insurance Company: (1) after the expiration of the thirty-day period as provided for in 21 Del.C. § 2118(a); and (2) without payment of all interest provided for in 21 Del.C. § 2118B.

Excluded from the Class are those policyholders, insureds and passengers of insured vehicles who have been dismissed from the litigation by Court Order, [unappealed] or whose claims have been valued and paid by an Order of the Court from an arbitration and/or payment has been received from American Independent Insurance Company pursuant to a Release signed by the insured or care provider and, as noted above, any person to whom the insured assigned any cited benefit(s).

The period of time covered by this Settlement is from June 9, 2003 through to and including December 31, 2007.

The Effect of Membership in the Settlement Class

If you come within the definition of the Settlement Class, you are automatically a Settlement Class Member unless you exclude yourself from the Settlement Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members who do not exclude themselves are eligible to receive one of the benefits provided to the Settlement Class Members under the terms of the Settlement as described in this Notice and are bound by the Settlement. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement and will not share in the proceeds or the process of the Settlement. If you do not exclude yourself from the Class, you may accept the one-time Lump Sum Payment of \$100.00, or you have the option to elect to submit your claim through a claims adjudication process. **TO ACCEPT THE \$100 PAYMENT, SIMPLY:**

- 1. DETACH THE ENCLOSED TAXPAYER IDENTIFICATION FORM.**
- 2. CHECK THE BOX LABELED "I ACCEPT THE \$100.00 PAYMENT CHECK".**
- 3. COMPLETE AND SIGN THE TAXPAYER IDENTIFICATION FORM.**
- 4. MAIL THE COMPLETED TAXPAYER IDENTIFICATION FORM TO THE SETTLEMENT ADMINISTRATOR WITHIN TWENTY (20) DAYS OF RECEIVING THIS NOTICE. THE SETTLEMENT ADMINISTRATOR'S ADDRESS IS: HEFFLER, RADETICH & SAITTA LLP, RE: KERR V. AIIC, AT 1515 MARKET STREET, SUITE 1700, PHILADELPHIA, PA 19102, (PHONE: 215-665-1191) (FAX: 215-665-0613) (WEB SITE: www.hrsclaimsadministration.com).**

Whether you are a Class Member

You may not know whether you as a policyholder, insured or passenger sustained a PIP loss due to an automobile accident. However, a search of American Independent Insurance Company's records identified you as potentially within the Settlement Class definition. Unless you exclude yourself from the Class, you will be deemed to be a Class Member and participate in the Settlement. If you have previously settled with American Independent Insurance Company, signed a Release or received a final payment for a PIP bodily injury claim, PIP policy benefits pursuant to a Court Order or arbitration award, you are not a member of the Class. Further, you are not a member of the Class if you assigned your rights to payments and/or to interest to any other person or entity, including any healthcare provider.

WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was negotiated with American Independent Insurance Company by the attorneys for the Class. Pursuant to the Settlement, American Independent Insurance Company has agreed to pay the following benefits to eligible Class Members:

Monetary Payments to the Settlement Class

Class Members may accept the \$100 Lump Sum Payment or elect to submit their claim through the optional claims arbitration process. If you elect the optional arbitration process, you forfeit, may not select and/or otherwise collect the Lump Sum Payment. In addition, you will be bound by the determination made by the Arbitrator and will have no right of appeal. The proposed Settlement is intended to settle all claims covered by the release in the Settlement Agreement, including but not limited to, all claims that Settlement Class Members may have arising out of or referring or relating in any way to the payment or denial of PIP claims for medical expenses, lost earnings and other benefits under the policy's PIP coverages. The Settlement includes not only claims against American Independent Insurance Company but also against any of their respective related American Independent Insurance Company affiliates, subsidiaries and/or other related entities and assigns of the Settling Defendants as provided in the Settlement Agreement.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ACCORDING TO THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT AGREEMENT, WHETHER OR NOT YOU SUBMIT A CLAIM AND WHETHER OR NOT YOU RECEIVE ANY MONEY UNDER THE SETTLEMENT.

Fees and Costs

The necessary and reasonable costs of administering the Settlement, including the costs of mailing this Notice and/or distributing the settlement benefits, if the Settlement is approved, as well as other costs of the Settlement will be paid by American Independent Insurance Company. If the proposed Settlement is approved by the Court, the attorneys for the Settlement Class will apply to the Court for approval of an award of attorneys' fees and expenses based upon the total benefit available to the Settlement Class. Attorneys' fees approved by the Court will also be paid to Class Counsel from the Settlement Fund, which will be the only source to pay counsel fees, costs and class benefits to be paid and/or reimbursed to plaintiff and counsel directly. The counsel fees will not be divided or apportioned among those Class Members who do not opt out of the Settlement. Settlement Class Members will not be responsible for attorneys' fees or the expense of litigation. The details and timing of the payment of attorneys' fees and expenses are contained in the Stipulation.

HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you wish to participate in the Settlement, then you may choose the Lump Sum Payment of \$100.00 or elect the arbitration process. **TO ACCEPT THE \$100 PAYMENT, SIMPLY:**

- 1. DETACH THE ENCLOSED TAXPAYER IDENTIFICATION FORM.**
- 2. CHECK THE BOX LABELED "I ACCEPT THE \$100.00 PAYMENT CHECK".**
- 3. COMPLETE AND SIGN THE TAXPAYER IDENTIFICATION FORM.**
- 4. MAIL THE COMPLETED TAXPAYER IDENTIFICATION FORM TO THE SETTLEMENT ADMINISTRATOR WITHIN TWENTY (20) DAYS OF RECEIVING THIS NOTICE. THE SETTLEMENT ADMINISTRATOR'S ADDRESS IS:**

**Heffler, Radetich & Saitta LLP
Re: Kerr v. AIIC
1515 Market Street, Suite 1700
Philadelphia, PA 19102**

If you were satisfied with American Independent Insurance Company's payment and handling of your PIP loss claim, and do not wish to participate in the alternative adjudication process, you may still choose the Lump Sum Payment as a Class Member. If you wish that your claim be decided by a Neutral Arbitrator, you must complete and return the enclosed Election and Claim Form included with this Notice. If you wish, you may also opt out of this Class Settlement and must pursue any claim or process, at your own expense, against American Independent Insurance Company subject to all of American Independent Insurance Company's defenses under the policy and the laws of the State of Delaware. **If you do not exclude yourself from the Class, or choose the Lump Sum Payment option, or submit a signed and completed Claim Form, you will be deemed to have entered into the Class Settlement and the terms of the final Settlement Agreement and Order of the Court will be binding on you even though you do not receive any further or additional payment under the Settlement.**

WHO IS THE SETTLEMENT ADMINISTRATOR?

The Settlement Administrator is Heffler, Radetich & Saitta LLP.

WHO REPRESENTS THE CLASS?

The Court has designated Mr. Mario T. Kerr to serve as Class Representative in this Settlement Class. The Court has also designated John Spadaro, Esq. and the firm John Sheehan Spadaro, LLC as Class Counsel for the Settlement Class. These attorneys represent the interests of the Settlement Class for the purpose of the Settlement.

WHAT ARE THE REASONS FOR THE SETTLEMENT?

Class Counsel reached this Settlement with American Independent Insurance Company after considering the risks and benefits to the Class of this Settlement including comparing those risks and delays of costly uncertain litigation incident to continuing the action. The factors that Class Counsel considered are the uncertainty and delay associated with the continued litigation, trial and appeals, and the uncertainty of particular factual and legal issues which have yet to be determined by the Superior Court of Delaware. American Independent Insurance Company and its noted affiliates, etc., as the Settling Defendants, have denied all liability, wrongdoing of all kind or description and each contends that they have no obligation to pay damages to the Class. Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable and adequate in light of all of the circumstances and in the best interest of Class Members.

WHAT ARE MY RIGHTS AND OPTIONS?

You may remain a Member of the Settlement Class, represented by Class Counsel. If this Settlement Agreement and the Final Judgment become Final, then as of that date, each member of the Settlement Class who has not timely and properly opted out of the Settlement Class, and his heirs, successors, trustees, executors, administrators, principals, beneficiaries and assigns forever, releases AIIC and its current and former officers and directors, and any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees and agents from any and all claims, suits, demands, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, accrued or unaccrued, which now exist or heretofore existed in favor of Kerr or the Settlement Class (a) against AIIC for statutory interest pursuant to 21 Del. C. § 2118B on any benefits paid during the Class Period or (b) based upon the claims alleged in the Action. By participating in this Settlement, Class Members represent they are owed any and all such interest to the exclusion of any persons and/or entities to whom they assigned any and all of their AIIC PIP benefits and/or payments. Class Members shall indemnify AIIC against claims for such interest by persons and/or entities to which they assigned any or all of their AIIC PIP benefits, claims for benefits and/or payments.

If you do not exclude yourself from the Class, you will be represented to be a Settlement Class Member by Class Counsel and you will *not* be charged for the services of Class Counsel whose fees will be paid from the Settlement Fund as provided above.

You may also remain a member of the Settlement Class but elect to hire your own attorney to represent you. If you hire your own attorney, your attorney must file an appearance with the Prothonotary and with the Settlement Administrator, whose addresses are listed below, postmarked no later than June 8, 2009. You may be responsible for any fees and costs charged by any attorney you hire to represent you.

You may exclude yourself from the Settlement Class, if you do not want to remain in the Settlement Class. If you exclude yourself from the Settlement Class, you will lose any right to participate in the Settlement. You will also lose the right to present any objections you may have to the Settlement when considered by the Court before it rules on the Settlement. You will be free to pursue claims, if any, you may have against American Independent Insurance Company permitted by the laws of the State of Delaware, but you will not be represented by Class Counsel.

In order to exclude yourself from the Settlement Class, you must execute a Request for Exclusion, which must be postmarked no later than May 29, 2009, and you must send the Request for Exclusion to the Settlement Administrator and Prothonotary at the addresses listed below and referencing Mario T. Kerr v. American Independent Insurance Company:

Heffler, Radetich & Saitta LLP
1515 Market Street (Suite 1700)
Philadelphia, PA 19102
Phone: 215-665-1191

Prothonotary
Superior Court of
Delaware Sussex County
Courthouse 1, The Circle, Suite 2
Georgetown, DE 19947

If you do not comply with these procedures within the deadline for exclusion, you will lose any opportunity to exclude yourself from the Settlement Class and your rights will be determined by the Settlement Agreement and the orders of the Superior Court of Sussex County, Delaware.

You may remain a member of the Settlement Class and object to the Settlement. If you do not exclude yourself from the Class, you may object to the Settlement Class definition or the terms of the proposed Settlement. Each objection must include, in addition to the name and address of the objector, all of the following: a) a statement of each objection being made; b) a statement whether the objector intends to appear at the Fairness Hearing; c) a list of witnesses whom the objector may call by live testimony; and d) if available, the American Independent Insurance Company policy and/or claim number, date of loss, amount and date of notice for each PIP loss claim at issue for the objector. You must mail your objection to the Settlement Administrator and the Prothonotary, postmarked no later than June 8, 2009.

If you do not comply with these procedures including the deadline for objections, you will lose any opportunity to have your objection considered by the Court at the Settlement hearing or to otherwise contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement.

WHEN IS THE COURT HEARING AND WHAT IS IT FOR?

On July 22, 2009 the Court will hold a public hearing at the Superior Court for the State of Delaware, Sussex County, 1 The Circle, Georgetown, Delaware 19947 for the purposes of determining whether the Settlement Class is to be properly certified and whether the proposed Settlement is fair, adequate and reasonable and should be finally approved, and to consider Class Counsel's application for attorneys' fees. This hearing may be continued or rescheduled by the Court without further notice. Settlement Class Members who support the proposed Settlement do not need to appear at the hearing. Settlement Class Members who object to the proposed Settlement are not required to attend the settlement hearing but must strictly comply with the provisions of this Notice regarding objection to the Settlement.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR AMERICAN INDEPENDENT INSURANCE COMPANY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT. AS STATED, IF YOU WISH ADDITIONAL INFORMATION, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR AT (215) 665-1191 OR CLASS COUNSEL AT (302) 235-7745.

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Mario T. Kerr, etc. v. American Independent Insurance Company

RESPONSE DUE DATE:
Postmarked No Later Than May 29, 2009

TAXPAYER IDENTIFICATION FORM
(ELECTION AND CLAIM FORM)

If you are the person to whom the Notice of Settlement was addressed, and you wish to receive a \$100 Payment, please:

1. DETACH THIS TAXPAYER IDENTIFICATION FORM.
2. CHECK THE BOX LABELED "I ACCEPT THE \$100.00 PAYMENT CHECK".
3. COMPLETE AND SIGN THE TAXPAYER IDENTIFICATION FORM.
4. MAIL THE COMPLETED TAXPAYER IDENTIFICATION FORM TO THE CLAIMS ADMINISTRATOR WITHIN TWENTY (20) DAYS OF RECEIVING THIS NOTICE, WITH THE MAILING POSTMARKED NO LATER THAN **MAY 29, 2009**. THE SETTLEMENT ADMINISTRATOR'S ADDRESS IS: HEFFLER, RADETICH & SAITTA LLP, RE: KERR V. AIIC AT 1515 MARKET STREET, SUITE 1700, PHILADELPHIA, PA 19102, (PHONE: 215-665-1191) (FAX: 215-665-0613) (WEB SITE: www.hrsclaimsadministration.com).

Do not submit your Taxpayer Identification Form to the Court.

Pursuant to Court Order, this Taxpayer Identification Form, which must be properly and timely completed, signed and returned in order for you to receive any payment as a result of the Settlement of *Mario T. Kerr, etc. v. American Independent Company*. Pursuant to the Settlement, members of the Class are entitled to receive a payment of One Hundred (\$100.00) Dollars. The Class consists of:

All persons insured by American Independent Insurance Company in Delaware who submitted a claim to American Independent Insurance Company during the Class Period of June 9, 2003 through December 31, 2007, for medical expenses, lost wages or other first-party statutory benefits pursuant to 21 Del.C. § 2118(a), which claim was unassigned and paid by American Independent Insurance Company: (1) after the expiration of the thirty-day period as provided for in 21 Del.C. § 2118(a); and (2) without payment of all interest provided for in 21 Del.C. § 2118B.

If you come within the definition of the Settlement Class, you are automatically a Settlement Class Member unless you exclude yourself from the Settlement Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members who do not exclude themselves are eligible to receive one of the benefits provided to the Settlement Class Members under the terms of the Settlement as described in this Notice and are bound by the Settlement. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement and will not share in the proceeds or the

process of the Settlement. If you do not exclude yourself from the Class, you may accept the Payment of \$100.00, or you have the option to elect to submit your claim through a claims adjudication process. **IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ACCORDING TO THE STEPS IN THIS NOTICE, BY CHECKING THE APPROPRIATE BOX ELECTING TO EXCLUDE YOURSELF, YOU WILL BE BOUND BY THE SETTLEMENT AGREEMENT, WHETHER OR NOT YOU SUBMIT A CLAIM AND WHETHER OR NOT YOU RECEIVE ANY MONEY UNDER THE SETTLEMENT.**

The submitted Taxpayer Identification Form and any information submitted with it are confidential and will be used only for purposes of administering the Settlement. No other class member will see this information. For more information regarding the Settlement, or if you have any questions concerning this Taxpayer Identification Form, write to or call the Settlement Administrator at:

Heffler, Radetich & Saitta LLP
Re: Kerr v. AIC
1515 Market Street, Suite 1700
Philadelphia, PA 19102
215-665-1191 (phone)
215-665-0613 (fax)
<http://www.hrsclaimsadministration.com>

DO NOT CONTACT THE COURT IF YOU HAVE QUESTIONS CONCERNING THIS FORM

TAXPAYER IDENTIFICATION FORM (con't)

RESPONSE DUE DATE:
Postmarked No Later Than May 29, 2009

I ACCEPT THE \$100 PAYMENT CHECK

I ELECT TO EXCLUDE MYSELF FROM THE CLASS

I ELECT TO SUBMIT MY CLAIM THROUGH ARBITRATION

CLAIMANT INFORMATION

CLASS MEMBER'S NAME

STREET ADDRESS APT. #/FLOOR/SUITE

CITY

STATE

ZIP CODE

_____-_____-_____
TELEPHONE NUMBER

EMAIL ADDRESS

INSURANCE POLICY NUMBER

YEAR(S) INSURED

_____-_____-_____
SOCIAL SECURITY NUMBER

_____/_____/_____
DATE OF BIRTH

HEALTHCARE TREATMENT PROFESSIONALS (USE ADDITIONAL SHEET IF NECESSARY)

As a member of the Class, you will be subject to and bound by the terms of the Release contained within the Settlement Agreement and Final Judgement, and included in the Notice delivered to you with this Form, and which Notice provides:

If this Settlement Agreement and the Final Judgment become Final, then as of that date, each member of the Settlement Class who has not timely and properly opted out of the Settlement Class, and his heirs, successors, trustees, executors, administrators, principals, beneficiaries and assigns forever, releases AIIC and its current and former officers and directors, and any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees and agents from any and all claims, suits, demands, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, accrued or unaccrued, which now exist or heretofore existed in favor of Kerr or the Settlement Class (a) against AIIC for statutory interest pursuant to 21 Del. C. § 2118B on any benefits paid during the Class Period or (b) based upon the claims alleged in the Action. By participating in this Settlement, Class Members represent they are owed any and all such interest to the exclusion of any persons and/or entities to whom they assigned any and all of their AIIC PIP benefits and/or payments. Class Members shall indemnify AIIC against claims for such interest by persons and/or entities to which they assigned any or all of their AIIC PIP benefits, claims for benefits and/or payments.

Each member of the Class may hereafter discover facts other than or different from those which he or she knows or believes to be true with respect to the claims which are the subject matter of the provisos of the preceding paragraph, but each member of the Class waives and full, finally and forever settles and releases, upon this Settlement Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of the preceding paragraph, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

I acknowledge reading the release specified above and certify under penalty of perjury that the information provided above is true and correct, and that the submission of false information may subject me to civil and/or criminal penalties.

Print Name: _____

Signature: _____

Date: _____

This Form must be signed by the Class Member or his/her authorized representative.