

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

CORA V. SKELTON, STEPHEN F. MCKNIGHT; *
on behalf of themselves and all others similarly
situated, *

Plaintiffs, *

Civil Action No. CV-2008-900178

CENTRAL UNITED LIFE INSURANCE *
COMPANY, *

Defendant.

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

TO: PERSONS INSURED AS POLICYHOLDERS OR BENEFICIARIES NAMED IN CERTAIN CANCER POLICIES ISSUED, REISSUED AND/OR REINSURED BY CENTRAL UNITED LIFE INSURANCE COMPANY ("CENTRAL UNITED").

READ THIS ENTIRE NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.

A SETTLEMENT HAS BEEN PROPOSED IN PENDING CLASS ACTION LITIGATION IN THE CASE ENTITLED *CORA V. SKELTON; STEPHEN F. MCKNIGHT, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED VERSUS CENTRAL UNITED LIFE INSURANCE COMPANY*, CIVIL ACTION NO. CV-2008-900178. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE SETTLEMENT. THIS SETTLEMENT MAY AFFECT YOUR RIGHTS, AND IF YOU ARE A MEMBER OF THE CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO RECEIVE BENEFITS, AS FURTHER DESCRIBED IN THIS NOTICE. THE PROPOSED CLASS CONSISTS OF:

All persons in the United States who were either (a) insured as a policyholder or beneficiary named in a Cancer Policy that was in force and effect after February 1, 2003 which provided "actual charges" benefits and was insured, reinsured, or administered by Central United Life Insurance Company; or (b) were insured as a policyholder or beneficiary named in a Cancer Policy and submitted to Central United Life Insurance Company, during the period from February 1, 2003 to April 10, 2008, a payable claim for actual charges benefits under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policies and were paid or would have been paid actual charges benefits based on the dollar

amounts paid by or on behalf of that individual and accepted as payment in full by the healthcare provider.

Excluded from the Class are: (a) all current or former employees, officers and directors of Central United and/or Central United's affiliates, and the current spouses of such individuals; (b) all persons currently serving as justices or judges for the State of Alabama, and the current spouses of such persons; (c) all persons residing in South Carolina as of April 10, 2008.

1. Why Are You Receiving this Notice?

You are receiving this notice to advise you of certain benefits you may be entitled to receive pursuant to a class action lawsuit entitled *Cora V. Skelton; Stephen F. McKnight, on behalf of themselves and all other similarly situated versus Central United Life Insurance Company*, Civil Action No. CV-2008-900178, currently pending in the Circuit Court of Mobile County, Alabama. This Notice describes the Class Action, provides a summary of the terms of the proposed settlement (the "Settlement Agreement") and advises of the date, time, and place of the Fairness Hearing to be held by the Court to decide whether the Court will give final approval to the Settlement Agreement. All Class Members who do not exclude themselves from the Settlement on a timely basis (as described below) will be bound by the Orders issued by the Court regarding the Settlement Agreement. Members who do not exclude themselves from the settlement on a timely basis may be entitled to Settlement Benefits, as described below and in the Settlement Agreement. By participating in the Settlement, you will waive your right to pursue individual litigation against Central United and the other Released Parties for certain Released Claims (described and defined in Section 9 below). You should carefully read this entire Notice before making any decision regarding the class action lawsuit.

2. Description of the Lawsuit.

In this Class Action Litigation, the Class Representatives, Plaintiffs Cora V. Skelton and Stephen F. McKnight, challenged Central United's claims handling and payment procedures as they related to Central United's determination of the dollar amounts owed pursuant to the "actual charges" benefits in the Chemotherapy and/or Radiation and/or Blood provisions of its Cancer Policies. These provisions provide that Central United will pay you the "actual charges" for Chemotherapy and/or Radiation and/or Blood, as those medical services are specified in the policies. The Plaintiffs contend that Central United should pay a higher dollar amount for "actual charges" than it does under its present claims handling and payment procedures. The Plaintiffs are also questioning the continued increases in premiums, the bases upon which the increases in premiums were determined, and the information allegedly provided, not provided, or allegedly misrepresented to policyholders regarding premium increases. Central United has denied any wrongdoing and has a number of defenses to these claims, including that Plaintiffs' claims are erroneous as a matter of fact and law; that Central United acted reasonably and

in accordance with the terms and provisions in its policies; that the relief requested by Plaintiffs would cause unreasonable increases in premiums; the statute of limitations; preemption; and other defenses; and will vigorously defend itself if the Settlement is not approved. No trial in this Litigation has been held on the merits of any of the allegations against Central United or its defenses. The Court has not decided whether Plaintiffs are right or Central United is right. On April 10, 2008 ("the date of Preliminary Approval"), the Circuit Court for the County of Mobile entered an order preliminarily approving the Settlement Agreement, and certifying the Settlement Class as defined above. The Court certified claims for breach of contract, negligence, and suppression of material fact for class-action treatment.

3. Counsel of Record:

Class Counsel

Steven A. Martino
W. Lloyd Copeland
Taylor-Martino, P.C.,
P. O. Box 894
Mobile, Alabama 36601

Counsel for Central United

William B. Gaudet
Reggie Copeland, Jr.
Adams and Reese LLP
701 Poydras Street
One Shell Square, Suite 4500
New Orleans, Louisiana 70139

4. The Proposed Settlement.

After a thorough analysis of all claims and defenses, after extensive arm's-length negotiations, and to avoid the risk and uncertainty inherent in any lawsuit, Plaintiffs and Central United have agreed to settle all claims of the Settlement Class as described below, subject to final approval by the Court. Class Counsel have concluded that the proposed Settlement is fair, adequate and reasonable, and that it serves the best interests of the Settlement Class Members.

THIS SETTLEMENT PROVIDES mechanisms to reduce the frequency and extent of future premium increases, along with other relief, in exchange for Central United continuing its present claims handling and payment procedures as they relate to actual charges benefits, and a classwide release of certain claims. Actual charges benefits will continue to be paid based on the dollar amounts paid by you or on your behalf and accepted as payment in full by your healthcare provider. For example, if you have major-medical insurance, actual charges benefits will continue to be paid to you based on dollar amounts paid to your healthcare provider by your major-medical insurance carrier and accepted as payment in full by your healthcare provider. If the Court grants final

approval to the Settlement, it will be binding upon all members of the Class. You have the right to object or be heard with respect to this Settlement as set forth below.

The Court has certified the Settlement Class for purposes of settlement only. If the Settlement does not become final, the certification of the Settlement Class will be null and void, and the Litigation will proceed as if there had been no proposed Settlement, certification of a Settlement Class, or Notice to the Settlement Class.

5. The Settlement Benefits.

You should read this entire section carefully to determine what monetary and other relief you may receive under the Settlement, as well as what you may be required to do in order to receive such monetary relief.

Under the terms of the Settlement Agreement, Central United has agreed to pay certain settlement benefits depending upon eligibility of Class Members. For the purpose of processing and payment of claims, the Class will be divided into three groups, which are all included within the Class definition stated above but will receive benefits as outlined below:

GROUP 1 - "Past claimants": Individuals insured as a policyholder or beneficiary and who were diagnosed with cancer and who submitted to Central United a payable claim for actual charges benefits under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policies from February 1, 2003 to April 10, 2008 and who were paid or would have been paid benefits based on the dollar amounts paid by or on behalf of that individual and accepted as payment in full by the healthcare provider. These individuals, upon timely submission of a fully complete and truthful proof of claim and after adequate proof of loss can be obtained, shall receive the following:

- (1) Additional benefits equal to 30% of the actual charges benefits under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policies previously paid or payable by Central United up to a \$5,000.00 cap or up to the maximum amount specified in the individual's policy form, whichever is less. The base amount upon which the 30% in additional benefits will be determined will be the total amount of actual charges benefits Central United previously paid or that was payable under the policy as of April 10, 2008. These benefits will be paid within a reasonable time after the Effective Date (if the Court grants final approval of the Settlement Agreement after the Fairness Hearing, the Effective Date is the date such final approval takes effect, as described in the Settlement Agreement).
- (2) For claims submitted by these individuals after April 10, 2008, Central United will process and pay those claims pursuant to its existing claims handling guidelines, practices and procedures, including requiring an Explanation of Benefits ("EOB") or proof of loss documentation from the

policyholder's primary insurance company or Medicare so that Central United may determine the amount that was paid by or on behalf of that individual for covered services and accepted as payment in full by the provider.

- (3) If this individual's policy lapsed or was cancelled prior to April 10, 2008, that individual will still be paid the additional benefits of 30% of actual charges under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policies, up to a \$5,000.00 cap or up to the maximum amount specified in the individual's policy form, whichever is less, based on the total amount of actual charges benefits previously paid or that was payable from February 1, 2003 to April 10, 2008. These benefits will be paid within a reasonable time after the Effective Date.

NOTE: In order to be paid as a member in Group 1, you must have been paid benefits by Central United based on the dollar amount paid by you or on your behalf for a covered service and accepted by your healthcare provider as payment in full for that service.

If this individual maintains a policy which is still in force and effect as of the Effective Date, this individual will also obtain the benefit of the following premium rate concession: Central United has agreed to limit raises in premiums to the extent required to achieve and maintain a target claims loss ratio of 86%, effective November 1, 2008. The purpose of this agreement is to limit the frequency and extent of future premium increases.

GROUP 2 – "In Force Premium Payors and Future Claimants": For those individuals who have never submitted to Central United a payable claim for any actual charges benefits prior to April 10, 2008, or who submitted a claim for benefits prior to February 1, 2003 under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policies, they will receive the following:

- (1) If they have maintained a policy which is still in force and effect as of the Effective Date, a premium rate concession based upon Central United's agreement to limit premium increases to the extent required to achieve and maintain a target claims loss ratio of 86%, effective November 1, 2008.
- (2) If diagnosed with cancer and upon submission of a claim for actual charges benefits that are covered under the Chemotherapy and/or Radiation and/or Blood provisions of the Cancer Policy, that individual will receive:
 - (i) a first occurrence benefit in the amount of \$650.00 in addition to the amount of any first occurrence benefit provided in that individual's Cancer Policy; or a \$650.00 first occurrence benefit if that individual has no first occurrence benefit in that policy; and

- (ii) actual charges benefits based on proper proof of loss documentation to allow Central United to determine and pay that amount paid by or on behalf of the individual and accepted as payment in full by the healthcare provider.

GROUP 3 – “Premiums only”: Individuals who had a policy in force and effect as of February 1, 2003 but whose policy lapsed or was cancelled prior to April 10, 2008, but have never been paid actual charges benefits as of April 10, 2008; and, if diagnosed with cancer, and upon submission of an adequate proof of claim, will be paid a \$650.00 first occurrence benefit.

Notwithstanding the agreement to use an 86% target claims loss ratio for the purpose of seeking premium rate increases, any premium rate increase approved or accepted as filed by the applicable Department of Insurance that is presently being implemented or is approved prior to November 1, 2008 may remain in effect, and as such, can be implemented in the manner in which such premium rate increases have been implemented by Central United in the past. As such, Central United will continue to implement rate increases previously filed or approved, including rate increases that are to be implemented on policy anniversary dates which occur beyond the Effective Date.

The Court has preliminarily determined that the nature of the interests of the members of the Class, the nature of the proposed Settlement Agreement, and the relief called for by the Settlement Agreement make this Settlement Agreement appropriate for preliminary approval under Alabama Rules of Civil Procedure 23(a) and 23(b)(3), and such preliminary approval has been granted by the Court in an Order dated April 10, 2008.

The Court has ordered that this Notice be distributed to you and other members of the Class whose policies may be affected so that any Class Member who wishes to be heard in opposition to the Settlement can present any objection to the Settlement in the manner set forth herein, and so that any Class Member who wishes to exclude himself or herself from the Settlement Class may do so in the manner set forth herein, before the Court makes its final decision on whether or not the Settlement should be finally approved. If the Settlement is finally approved, all members of the Class who do not exclude themselves will be bound by the Settlement.

6. Options of Settlement Class Members.

If you are a Settlement Class Member, you have the following options:

(A) You may make a claim for Settlement Benefits:

Group 1 – “Past claimants”: If you wish to participate in the Class Action Settlement and receive benefits under the Settlement for Past Claims as described above, you must complete the Claim Form attached to this Notice as it relates to this Group and mail it to the Settlement Administrator at: 3400 Corporate Way, Duluth, Georgia, 30096, postmarked on or before June 3, 2008. Please do the best you can in identifying the dates

that you submitted your claims for radiation and/or chemotherapy and/or blood treatment and the names of the clinics, hospitals, doctor's offices, and/or pharmacies where you received your treatment and/or obtained your drugs or medicines. If you cannot remember or locate this information, sign and mail your Claim Form to the Settlement Administrator anyway, and Central United will process your claim. In the event Central United cannot verify your claim information, you will be contacted by Central United for any additional information necessary to verify your cancer treatment. In some instances, if the necessary information, including medical bills that detail the charges of your prior treatment, cannot be provided to Central United, Central United may be unable to pay your claim in whole or in part.

Group 2 - "In Force Premium Payors and Future Claimants": If you wish to participate in the Class Action Settlement and receive benefits described above for this Group, you must complete the Claim Form attached to this Notice as it relates to this Group and mail it to the Settlement Administrator at: 3400 Corporate Way, Duluth Georgia, 30096, postmarked on or before June 3, 2008. Then, if you are diagnosed with cancer after April 10, 2008, you must timely file under and in accordance with the terms of your Cancer Policy in force and effect as of the date of such treatments the appropriate proof of loss documentation to identify the covered treatment and the dollar amounts paid by you or on your behalf and accepted as payment in full by the healthcare provider.

Group 3 - "Premiums only": If you wish to participate in the Class Action Settlement and receive the settlement benefits described above for Group 3, you must complete the Claim Form attached to this Notice as it relates to this Group and mail it to the Settlement Administrator at: 3400 Corporate Way, Duluth, Georgia, 30096, postmarked on or before June 3, 2008; and then, if you are diagnosed with cancer after April 10, 2008, you must obtain a pathology report or other proper documentation to verify your diagnosis of cancer and mail that documentation to Central United at 10700 NW Freeway, Houston, TX 77092.

(B) You can request exclusion from the Settlement Class.

If you choose to be excluded from the Class and the proposed Settlement, you will not be bound by any judgment or any other final disposition of this lawsuit, but you will not be entitled to any of the settlement benefits available to you under the Settlement Agreement and you will not be permitted to object to the Settlement Agreement or the requested awards of attorneys' fees, expenses and costs. If you request exclusion from the Class, you will be entitled to pursue your own claims against Central United; however, you will not be represented by Class Counsel. If you choose to pursue your individual claims, you may retain your own attorney and you will be responsible for all fees and expenses associated therewith. To request exclusion, you must state in writing your desire to be excluded from the Class by completely filling out and signing the Request for Exclusion Form, attached to this Notice, in accordance with its instructions, and mailing it by first class mail, postmarked on or before June 3, 2008. The executed Request for Exclusion Form **MUST** be mailed to the Clerk of the Mobile County Circuit Court at the address set out in Section 10 hereof **AND** the Settlement Administrator at the address set out above.

If the Request for Exclusion Form mailed to the Clerk and the Settlement Administrator is not postmarked on or before June 3, 2008, or if the Request for Exclusion form is not completely filled out in accordance with its instructions, your request for exclusion will be invalid and you will be included in the Class automatically, bound by the final judgment, and barred from bringing any Released Claims against Central United as defined in Section 9 below. If your exclusion is deemed invalid for any reason and you did not timely submit a Claim Form for Group 1, past settlement benefits, you will still be entitled to receive future benefits if you meet the requirements of the Settlement Agreement for future claims, as is explained above.

(C) You can do nothing.

If you do not make a claim for Settlement Benefits, and you do not request exclusion from the Settlement Class, you will not be eligible for or receive any of the Settlement Benefits described above, but you will still be bound by the Settlement Agreement if the Court grants final approval of the Settlement, including but not limited to the release of claims described in Section 9 below.

7. Attorneys' Fees and Expenses and Class Representatives' Incentive Awards.

Class Counsel will apply to the Court for an award of reasonable attorneys' fees and reimbursement of reasonable out-of-pocket litigation expenses that they have advanced on behalf of the Class in this litigation. Central United has agreed to pay an amount not to exceed \$800,000 to Class Counsel for attorneys' fees, and an amount not to exceed \$25,000 for reimbursement of Class Counsel's out-of-pocket expenses. Central United is also paying all of the costs associated with this Notice, the administration of the Class Members' claims, and the Class Representative incentive awards described below. If you elect to remain a Class Member, you will not be personally responsible for any of these fees, awards, costs and expenses.

The Class Representatives in this action will petition the Court for an order granting them an incentive award not to exceed \$10,000 each or \$20,000 total for all Class Representatives. Such an incentive award is not intended as compensation, but recognizes the fact that the Class Representatives assumed important responsibilities in assisting Class Counsel in this action.

It will be up to the Court, in its reasonable discretion, to determine the exact amount of any award of attorneys' fees and expenses and any award to the Class Representatives, but in no event shall the amounts exceed the amounts set forth above.

8. Settlement Fairness Hearing.

There will be a Fairness Hearing, on June 30, 2008, beginning at 9:00 o'clock A.M. at the Circuit Court for the County of Mobile, 205 Government Street, Room 8100, Mobile, Alabama 36644.

The Fairness Hearing, before Circuit Judge Roderick P. Stout, may be postponed, continued or adjourned without further notice. The purpose of the Fairness Hearing is to determine the fairness, reasonableness and adequacy of the terms of the Settlement Agreement, whether the Class is adequately represented by the Class Representatives and Class Counsel, and whether a Final Order and Judgment should be entered approving the Settlement Agreement. The Court will also hear Class Counsel's application for an award of attorneys' fees and reimbursement of costs and expenses, payments to the Class Representatives, and payment of settlement administrative expenses, including the fees of the Settlement Administrator, all of which shall be paid by Central United separate from payments to the Class Members, as well as all timely filed objections to the Settlement Agreement.

YOU DO NOT NEED TO ATTEND THE FAIRNESS HEARING, although you have the right to do so. You have the right to enter an appearance in this action, on your own behalf, or through counsel of your own choosing and at your own expense. You or your attorney may also file objections to the proposed Settlement Agreement and/or the requested awards of fees, expenses and costs. Objections to the Settlement Agreement will be considered by the Court, **if and only if they are filed and received by the Clerk of Court**, and served on Class Counsel and counsel for Central United, no later than June 3, 2008, and **if and only if they fully and completely comply with the following requirements**: (1) the objection(s) must be in writing; (2) fully specifying your objection(s) including each specific reason therefor; (3) accompanied by all documents, including affidavits, that you rely upon in support of your objections; (4) identifying by name, address and telephone number, each witness, if any, you will call to testify at the Fairness Hearing, together with a summary of each witness's proposed testimony; (5) stating whether or not you intend to appear at the Fairness Hearing either in person or through an attorney; (6) stating the name and address of any and all attorneys representing you; and (7) personally signed by you; no person may object on behalf of anyone other than himself or herself. **Objections which do not comply with the requirements set forth herein shall be waived and forever relinquished and will not be considered by the Court.** Moreover, Class Members who do not object in strict compliance with the requirements set forth above will be deemed to have consented to final approval of this Settlement and to the Court's exercise of exclusive continuing jurisdiction with regard to all matters pertaining to this action, all prior orders in this action, and any orders or judgments regarding this Settlement.

9. Legal Effect of Settlement.

Effective upon final approval of this Settlement by the Court, the named Plaintiffs, individually and on behalf of the Settlement Class, and all Settlement Class Members, shall be deemed and adjudged to fully, finally, and forever release Central United and all of its current and former parents, subsidiaries, divisions, related entities, owners, stockholders and directors, and each of their successors, assigns, and insurers, and each of their officers, agents, employees, attorneys and other representatives (the "Released Parties), of and from all claims, causes of action, and liabilities (known and unknown) which have been or could have been asserted by any member of the Settlement Class, whether arising under state or federal statutory or common law, to the extent that such claims, causes of action, or liabilities arise from, or are connected with, or are in anyway based upon or related to any allegation for fraud, misrepresentation, concealment, suppression, failure to disclose, deceit, breach of contract, unfair or deceptive trade practices, bad faith, or other tortious conduct or breach of any duty, and for any damages – including economic, mental anguish, punitive damages, emotional anxiety and worry, or lost opportunity to seek other coverage or insurance – arising from or related in any way to following allegations or claims, without limitation: (1) any past premium rate increases; or the Released Parties' failure to disclose the likelihood and extent of past or future premium increases; (2) that the Released Parties failed to communicate to the Plaintiffs or Settlement Class that it could or that it intended to stop selling certain policies; (3) that the Released Parties failed to notify the Plaintiffs and the Settlement Class regarding the closing out of policy form(s); (4) that the Released Parties failed to notify Plaintiffs and the Settlement Class that increases and premium costs were due to the closing of the policy form and the alleged limited pool of assets to pay existing and future claims; (5) any representation by the Released Parties that premium escalations were due solely to raising claim costs or the result of increased medical costs; (6) any conduct on the part of the Released Parties that caused Plaintiffs or the Settlement Class Members to maintain coverage or prevented them from timely cancelling their policies and acquiring other insurance or coverage; (7) any alleged duty of any of the Released Parties to refrain from closing the rating pool or block of business that consist of the policies of the members of the settlement class; (8) any alleged duty or obligation of any of the Released Parties to allow new policyholders into any rating pool that includes members of the Settlement Class in the past or in the future; (8) any alleged duty to sell policies of the type insuring members of the Settlement Class to any other persons at any time in the past or any time in the future; (10) any claim that the Released Parties owe any amount under any one or more of the applicable policies in excess of the amount provided for in this Settlement Agreement for any benefit deemed covered by Central United under the Cancer Policies or (11) any claim based on the present and past claims handling procedures and policies as related to the interpretation, processing, and payment of what is the proper amount of actual charges benefits to be paid for covered services under the Chemotherapy and/or Radiation and/or Blood provisions of the cancer policies, including any claim for compensatory, contractual, bad faith or non-contractual claims related thereto. The named Plaintiffs, individually and on behalf of the Settlement Class, and all Settlement Class Members, expressly and voluntarily waive any and all rights that they may have under any statute or common law principle that would limit the effect of

the releases stated herein to those claims actually known or suspected to exist at the time of execution hereof, including but not limited to the provisions of section 1542 of the California Civil Code (to the extent it may be deemed applicable notwithstanding that this Agreement does not provide for the application of California law), which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Released Claims do not include claims for benefits under provisions of the Cancer Policies other than the Chemotherapy and/or Radiation and/or Blood provisions as they pertain to amount of benefits paid; and, the Released Claims do not include claims for coverage determination as to what treatments, medical supplies, services, drugs, or medicines should be covered under the Cancer Policies.

10. Scope of Notice and Additional Information.

This Notice contains only a summary of the Class Action Litigation and the proposed Settlement Agreement. It is not intended to be a complete statement of the Class Action Litigation and the Settlement Agreement.

For complete and detailed information, you are referred to the pleadings and orders in the Court file, which may be inspected during regular business hours at the Office of the Circuit Court Clerk, Mobile County Courthouse, 205 Government Street, Mobile, Alabama. A copy of the Settlement Agreement is attached to the Joint Motion for Certification of Settlement Class, Preliminary Approval of Proposed Class Action Settlement, and to Schedule Final Fairness Hearing, which was filed with the Court on or about April 10, 2008. You also may obtain a copy of the Settlement Agreement and obtain other information from the Settlement Administrator by delivering a written request to the Settlement Administrator at the address shown above or by calling 1-866-601-9742, no later than June 3, 2008.

ALL QUESTIONS ABOUT THIS NOTICE, THE CLASS ACTION OR THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO CLASS COUNSEL IDENTIFIED IN PARAGRAPH 3 ABOVE. QUESTIONS ABOUT THE FILING OF CLAIMS MAY ALSO BE ADDRESSED TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS SHOWN ABOVE AND/OR AT 1-866-601-9742. PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

s/ Roderick P. Stout
Circuit Judge --
Circuit Court of Mobile County, Alabama