

**UNITED STATES DISTRICT COURT
IN THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

Thrift Development Corporation,)
Plaintiff,)
)
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)
)
v.)
)
)
American International Group, Inc.;)
Chartis Inc. and)
American Home Assurance Co.,)
Defendants.)
)
)
_____)

C/A No.: 8:12-cv-00861-BHH

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the “Settlement Agreement”) is made and entered into this 17th day of June, 2015, by and between (1) American International Group, Inc., AIG Property Casualty Inc. (f/k/a Chartis Inc.), and American Home Assurance Company (collectively, the “AIG Defendants”), and (2) Thrift Development Corporation (the “Named Plaintiff,” and together with the AIG Defendants, the “Settling Parties”), individually and as the representative of the Settlement Class, as defined below.¹

WHEREAS on March 26, 2012, the Named Plaintiff filed the Action, alleging that the AIG Defendants failed to timely and properly revise unit statistical reports filed with the National Council on Compensation Insurance, Inc. (“NCCI”) to reflect third-party recoveries received by the AIG Defendants on losses incurred on workers compensation insurance policies. The Named Plaintiff further alleges that this failure caused the experience modification rating (or “ex-mod”) applied to subsequently-issued workers compensation insurance policies to be incorrect, with the result that premiums charged for such policies were improperly increased.

WHEREAS on January 3, 2014, the Named Plaintiff filed a motion for class certification, which the AIG Defendants opposed on January 31, 2014 and which has not yet been decided by the Court;

WHEREAS the Settling Parties intend, separately or jointly, to move the Court to certify the Settlement Class;

WHEREAS the Settling Parties acknowledge that it will be costly and time-consuming to litigate and resolve the Action in Court;

¹ All capitalized terms used in the Settlement Agreement shall (unless otherwise noted) have the meanings ascribed to them in Section I of this Settlement Agreement.

WHEREAS the Settling Parties wish to resolve forever the Action and all other claims based upon, arising out of, or related to the subject matter of the Action without further litigation as to any party, as set forth further herein.

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the Named Plaintiff (on behalf of itself and the Settlement Class), and the AIG Defendants, by and through their duly authorized counsel, that, based upon the terms and conditions set forth in this Settlement Agreement and the Releases set forth herein, and subject to the approval of this Settlement Agreement by the Court and such approval becoming Final, (i) all claims in the Action between the Named Plaintiff and Settlement Class Members and the AIG Defendants hereby are settled and compromised; (ii) all claims in the Action between the Named Plaintiff and Settlement Class Members and the AIG Defendants will be dismissed with prejudice; and (iii) the Released Claims will be released as to the AIG Releasees as set forth in more detail below.

I. DEFINITIONS

- A. As used in this Settlement Agreement, the following terms have the indicated meanings:
1. “Action” means the action captioned *Thrift Development Corporation v. American International Group, Inc., et al.*, No. 8:12-cv-00861-BHH (D.S.C.).
 2. “Additional Settlement Amount” means the \$1,425,000.00 portion of the Total Monetary Value, from which portion funds will be available to make payments to (i) Settlement Class Members asserting claims for premium refunds on workers compensation insurance policies issued by insurers other than any of the AIG Defendants and/or the AIG Affiliates, and/or (ii) Settlement Class Members asserting claims for premium refunds due as a result of the AIG Defendants’ and/or AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between June 27, 1999 and June 30, 2004.
 3. “Administrative Expenses” means all expenses associated with the implementation and administration of the settlement contemplated by this Settlement Agreement, including but not limited to the expenses associated with printing and mailing the Notice; establishing, staffing, and maintaining any toll-free telephone number, website, or e-mail address; determining the amount (pursuant to the terms of the Plan of Allocation) of the Class Fund to be allocated to each Settlement Class Member; distributing the Class Fund to or on behalf of Settlement Class Members; and other expenses incurred by the Administrator or Calculation Advisor; *provided however*, that Administrative Expenses shall not include any amounts attributable to attorneys’ fees and expenses and any Service Award awarded by the Court; *provided further* that Administrative Expenses shall not include the Settling Parties’ expenses or attorneys’ fees incurred in connection with seeking preliminary or final Court approval of

the Settlement Agreement; *provided further* that Administrative Expenses shall be paid exclusively from the Class Fund.

4. “Administrator” means Gilardi & Co., LLC, subject to Court approval. The Administrator shall be appointed by the Court in the Preliminary Approval Order to act in accordance with the terms of this Settlement Agreement and shall at all times work diligently, efficiently, and in the best interests of the Settling Parties and the Settlement Class Members; *provided however*, that the costs incurred by such Administrator shall be paid exclusively from the Class Fund; *provided further* that the Named Plaintiff and the AIG Defendants shall request, pursuant to Rule 53(c) of the Federal Rules of Civil Procedure, that the Court appoint such Administrator to supervise and administer the notice procedure as well as the processing of claims.
5. “AIG Affiliates” means the AIG Defendants’ subsidiary and affiliated entities licensed to issue workers compensation insurance policies in South Carolina between June 27, 1999 and March 26, 2012.
6. “AIG, Inc.” means American International Group, Inc.
7. “AIG Defendants” means American International Group, Inc., AIG Property Casualty Inc., and American Home Assurance Company.
8. “AIG Defendants’ Counsel” means either or both of the law firms of Quinn Emanuel Urquhart & Sullivan, LLP and Nelson Mullins Riley & Scarborough LLP.
9. “AIG Releasee” means each and every one of, and “AIG Releasees” means all of, the following: the AIG Defendants, the AIG Affiliates, any and all of their current and former parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, business units, and subsidiaries, and each such entity’s respective past and present directors, officers, employees, members, partners, principals, agents, and attorneys.
10. “AIGPC Inc.” means AIG Property Casualty Inc.
11. “AHAC” means American Home Assurance Company.
12. “Approval Date” means the date on which the Judgment and the Order Approving Settlement are entered by the Court.
13. “Business Day” means a day other than a Saturday, Sunday, or a legal holiday.
14. “Calculation Advisor” means Advanced Insurance Management, LLC, subject to Court approval. The Calculation Advisor shall assist in the

calculation of Valid Claimants' payment amounts consistent with the Plan of Allocation; *provided however*, that the costs incurred by the Calculation Advisor shall be paid exclusively from the Class Fund.

15. "Cash Settlement Account" means a segregated, interest-bearing account at a financial institution with at least \$1 billion in assets into which the Class Fund shall be deposited, as described in Section III.C.3. below.
16. "Claim" means any and all actions, causes of action, proceedings, adjustments, executions, offsets, contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, variances, covenants, damages, demands (whether written or oral), agreements, promises, liabilities, controversies, costs, expenses, attorneys' fees, and losses, whether in law, in admiralty, or in equity, whether in contract or in tort, and whether based on federal law, state law, foreign law, common law doctrine, rule, regulation, or otherwise, foreseen or unforeseen, matured or un-matured, accrued or not accrued, existing now or arising in the future.
17. "Claim Deadline" means one hundred twenty (120) days following the Preliminary Approval Date.
18. "Class Counsel" means any or all of the law firms of Richardson, Patrick, Westbrook & Brickman, LLC, Thornton Law Firm LLP, and Loeff Cabraser Heimann & Bernstein LLP.
19. "Class Fund" means the Additional Settlement Amount plus any accrued interest earned thereon from the time of transfer by the AIG Defendants.
20. "Court" means the United States District Court in the District of South Carolina, Anderson Division, in which the Action is pending.
21. "Escrow Account" means an interest-bearing account, into which the Additional Settlement Amount shall be deposited, as described in Sections III.C.1. & 2. below.
22. "Escrow Agent" means Wilmington Trust, National Association, the escrow agent for the Escrow Account.
23. "Escrow Agreement" means the escrow agreement pursuant to which the Escrow Account is established and administered.
24. "Execution Date" means the date on which this Settlement Agreement has been executed by all Settling Parties.
25. "Fairness Hearing" means the hearing at or after which the Court will make a final decision pursuant to FED. R. CIV. P. 23 as to whether to grant final approval of this Settlement Agreement. The Fairness Hearing shall

be set so that it is no earlier than the Claim Deadline and ensures compliance with the requirements of 28 U.S.C. § 1715(d).

26. “Final” means, when used in connection with any court order or judgment, that the relevant order or judgment will be final and no longer subject to appeal:
 - (a) if no appeal is taken by the date on which the time to appeal (including any potential extension of time) has expired, or
 - (b) if any appeal is taken on the date on which all appeals, including petitions for rehearing or reargument, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal (including any potential extension of time) has expired, in a manner resulting in an affirmance of the order or judgment.
27. “Final Settlement Date” means the date on which the Judgment and the Order Approving Settlement become Final.
28. “Judgment” means the judgment entered by the Court pursuant to the Order Approving Settlement, as contemplated in Section XI of this Settlement Agreement.
29. “Named Plaintiff” means Thrift Development Corporation.
30. “Notice” means the notice sent to Class Members. A copy of the Settling Parties’ proposed Notice is attached as **Exhibit A** to this Settlement Agreement.
31. “Notice Date” means thirty (30) days following the Preliminary Approval Date.
32. “Order Approving Settlement” means the Court’s order granting final approval of the settlement terms set out in this Settlement Agreement, as well as the Plan of Allocation. A copy of the Settling Parties’ proposed Order Approving Settlement is attached as **Exhibit B** to this Settlement Agreement.
33. “Plan of Allocation” means the proposed terms and procedures for allocating the Class Fund among, and distributing the Class Fund to, Settlement Class Members. A copy of the Settling Parties’ proposed Plan of Allocation is attached as **Exhibit C** to this Settlement Agreement.
34. “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered.

35. “Preliminary Approval Hearing” means the hearing at or after which the Court will preliminarily approve this Settlement Agreement.
36. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving this Settlement Agreement as contemplated in Section X of this Settlement Agreement.
37. “Qualified Settlement Fund” means a fund within the meaning of Treasury Regulations § 1.468B-1.
38. “Refund Settlement Amount” means the portion of the Total Monetary Value allocated to Settlement Class Members asserting claims for premium refunds on workers compensation insurance policies issued by any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants’ and/or the AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between July 1, 2004 and March 26, 2012, as more fully described in Section III.B.1. below. With the benefit of expert analysis, this amount has been estimated to be \$900,000.
39. “Released Claims” means every Claim, including Unknown Claims, whether grounded in law or equity, in contract or in tort, by reason of any matter whatsoever that (i) was asserted in the Action; or (ii) could have been asserted in the Action and arises out of or relates to the AIG Defendants’ and/or the AIG Releasees’ alleged failure to properly or timely report a third-party recovery, received by the AIG Defendants and/or the AIG Affiliates in connection with a workers compensation claim in South Carolina, to NCCI and/or any state bureau.
40. “Service Award” means any monetary payment, up to a maximum amount of \$5,000.00, awarded by the Court out of the Class Fund to the Named Plaintiff, intended to compensate the Named Plaintiff for the time, effort, and expenses it has invested for the benefit of the Settlement Class.
41. “Settlement Agreement” means this agreement and any accompanying exhibits or schedules hereto, including any subsequent amendments thereto and any exhibits or schedules to such amendments.
42. “Settlement Class” or “Class Members” means all policyholders that filed a workers compensation claim in South Carolina pursuant to a policy issued by any of the AIG Defendants and/or the AIG Affiliates with a policy effective date of June 27, 1999 or later, where subsequent to the claim: (i) any of the AIG Defendants and/or the AIG Affiliates received a third-party recovery that it was required to report to NCCI under the applicable NCCI reporting rules and South Carolina law; and (ii) the employer had one or more ex-mods that incorporated such claim but, as of March 26, 2012, did not account for the third-party recovery. A copy of

the list of Class Members is attached as **Exhibit D** to this Settlement Agreement.

43. “Settlement Class Members” means all Class Members that do not timely and validly request to be excluded from the Settlement Class pursuant to Section VI below.
44. “Settling Parties” means any or both of (i) the AIG Defendants; and (ii) the Named Plaintiff, on behalf of itself and as the representative of the Settlement Class.
45. “Total Monetary Value” means the sum of the Additional Settlement Amount and the Refund Settlement Amount to be paid by the AIG Defendants, as negotiated by the Settling Parties in order to settle the Action for the benefit of the Settlement Class. This amount is estimated to be \$2,325,000.00.
46. “Thrift” means Thrift Development Corporation.
47. “Unknown Claim” means any Claim that any Settling Party or Settlement Class Member does not know or suspect to exist in its favor at any time on or before the date that the Settling Party’s or Settlement Class Member’s release becomes effective, and that, if known by it, might have affected its settlement with any of the AIG Releasees, or, if a Settlement Class Member, might have affected its decision not to request exclusion from the Settlement Class or not to object to this Settlement Agreement.
48. “Valid Claimant” means any Settlement Class Member in Tiers Two, Three, and Four that submits a timely and valid claim for a payment from the Class Fund pursuant to Section III.D.2. below.

II. BACKGROUND & PROCEDURAL HISTORY

1. In March 2012, Thrift filed a class action complaint in this matter alleging that the AIG Defendants failed to timely and properly revise unit statistical reports to reflect third-party recoveries received by the AIG Defendants in connection with workers compensation claims in South Carolina, resulting in the application of incorrect ex-mods to the calculation of workers compensation insurance premiums paid by employers.
2. In May 2012, the AIG Defendants filed a motion to dismiss the class action complaint, asserting, *inter alia*, that the filed rate doctrine in South Carolina barred the Named Plaintiff’s lawsuit and that the Named Plaintiff had failed to identify a contractual provision in its 2006 workers compensation insurance policy issued by AHAC that the AIG Defendants had breached.

3. In September 2012, the Court issued an order denying the AIG Defendants' motion to dismiss the class action complaint.
4. Between 2012 and 2014, the parties engaged in extensive discovery, including fact discovery, expert discovery, and third-party discovery.
5. In August 2013, NCCI placed the AIG Defendants and the AIG Affiliates into its Data Quality Remediation Program in order to, among other goals, identify and correct instances in which the AIG Defendants and the AIG Affiliates had failed to timely and properly revise unit statistical reports to reflect third-party recoveries.
6. In January 2014, the Named Plaintiff filed its motion for class certification. That motion is *sub judice*.
7. In March 2014, the AIG Defendants filed a motion for summary judgment arguing that (i) the filed rate doctrine in South Carolina bars the Named Plaintiff's claims; (ii) the Named Plaintiff lacks any evidence to support its claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment; (iii) the Court lacks personal jurisdiction over AIG, Inc. and AIGPC Inc.; and (iv) that claims of certain categories of putative class members are barred by the applicable NCCI reporting rules, the statute of limitations, and/or a previous settlement release. That motion also is *sub judice*.
8. In January 2015, NCCI notified AIG that it had successfully completed all objectives contained within its remediation plan and had been removed from NCCI's Data Quality Remediation Program.

B. Settlement Discussions

1. This Settlement Agreement is the result of an extensive arm's-length negotiation during and following a mediation on July 14, 2014 between the Settling Parties, which was mediated and facilitated by David M. Brodsky of Brodsky ADR LLC.

C. Certification of the Class

1. The Settling Parties conditionally stipulate and agree that, for purposes of the settlement set forth herein only, and subject to Court approval, the Settlement Class as defined in Section I should be certified.
2. The Settling Parties conditionally stipulate and agree that, for purposes of the settlement set forth herein only, and subject to Court approval, the Named Plaintiff shall serve as the representative of the Settlement Class and Class Counsel shall be appointed as counsel for the Settlement Class.

D. Settlement Considerations

1. The Settling Parties consider it desirable for the Action to be settled and dismissed because the terms set out in this Settlement Agreement will, among other things: (i) bring to an end the substantial expense, burden, and uncertainties associated with continued litigation of the Action; and (ii) confer substantial benefits upon the Named Plaintiff, Class Members, and the AIG Defendants including, without limitation, the avoidance of further disruption due to the pendency and defense of the Action. Neither this Settlement Agreement, the offer of this Settlement Agreement, nor compliance with this Settlement Agreement shall constitute or be construed to be an admission by the Settling Parties, or any of them individually, of any wrongdoing or liability, or of the validity of any claim or defense raised in the Action.
2. Except as provided in Section X, this Settlement Agreement shall not be admissible in any judicial, regulatory, administrative, or other proceeding or cause of action as an admission of liability or for any purpose other than to enforce the terms of this Settlement Agreement.

III. TERMS AND CONDITIONS OF THE SETTLEMENT

A. Definition of “Tiers” for Determining the Relief Available to Settlement Class Members

1. The AIG Defendants and the Named Plaintiff agree fully and finally to resolve the Action for consideration in the amount of the Total Monetary Value. No amount other than the Total Monetary Value will be paid by the AIG Defendants.
2. For purposes of determining the relief available to particular Settlement Class Members or categories of Settlement Class Members, the Settlement Class is divided into four (4) “tiers,” defined as follows. The Settling Parties recognize that a particular Settlement Class Member may fall into more than one “tier,” depending on (i) when the workers compensation insurance policy or policies upon which the Settlement Class Member’s claims are predicated was issued and (ii) the insurer that issued such policy or policies.
 - (a) Tier One shall consist of Settlement Class Members asserting claims for a premium refund on a workers compensation insurance policy issued by any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants’ and/or the AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between July 1, 2004 and March 26, 2012.

- (b) Tier Two shall consist of Settlement Class Members asserting claims for a premium refund on a workers compensation insurance policy issued by an insurer other than any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants' and/or the AIG Affiliates' alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between July 1, 2004 and March 26, 2012.
- (c) Tier Three shall consist of Settlement Class Members asserting claims for a premium refund on a workers compensation insurance policy issued by any of the AIG Defendants and/or AIG Affiliates, arising out of the AIG Defendants' and/or the AIG Affiliates' alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between June 27, 1999 and June 30, 2004.
- (d) Tier Four shall consist of Settlement Class Members asserting claims for a premium refund on a workers compensation insurance policy issued by an insurer other than any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants' and/or the AIG Affiliates' alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between June 27, 1999 and June 30, 2004.

B. Relief for Settlement Class Members

1. To address the claims of Settlement Class Members in Tier One, the AIG Defendants will use the corrected ex-mod(s) (if any) generated for such Settlement Class Members through the above-referenced NCCI Data Quality Remediation Program to recalculate the premiums owed on workers compensation policies issued by the AIG Defendants to such Settlement Class Members. In those instances where this recalculation demonstrates that a Settlement Class Member is owed a premium refund, the AIG Defendants shall, by no later than sixty (60) days following the Final Settlement Date, refund the full amount owed to the Settlement Class Member. The AIG Defendants will provide written verification of the issuance of such refunds to Class Counsel within forty-five (45) days of the payment of the final such refund.
2. With respect to Settlement Class Members in Tiers Two, Three, and Four, those Settlement Class Members in Tiers Two, Three, and Four will be entitled to submit claims for payments from the Class Fund, as described in Section III.D.2. below.

C. Payments into the Escrow Account & Transfer to the Cash Settlement Account

1. Within ten (10) days following the Preliminary Approval Date, the AIG Defendants shall deposit or cause to be deposited into the Escrow Account the sum of \$100,000.
2. Within thirty (30) days following the Preliminary Approval Date, the AIG Defendants shall deposit or cause to be deposited into the Escrow Account the sum of \$1,325,000.
3. Within five (5) Business Days following the Final Settlement Date, the Escrow Agent shall be instructed to cause the Class Fund to be deposited into the Cash Settlement Account, which deposit shall be made without delay.
4. The funds in the Cash Settlement Account shall not be distributed except in accordance with this Settlement Agreement, the Plan of Allocation (as approved by the Court), or by order of the Court; *provided further* that no funds from the Escrow Account or Cash Settlement Account shall be distributed by the Escrow Agent or Administrator for any payments or purpose without joint written authorization from the Settling Parties, which written authorization shall not be unreasonably withheld.
5. The Class Fund is to be used for the following: (a) payment of valid and timely claims by Valid Claimants; (b) payment of any Service Award; (c) payment of attorneys' fees and expenses awarded to Class Counsel; and (d) payment of Administrative Expenses.

D. Distribution of the Net Class Funds

1. After the payment of any Service Award, attorneys' fees and expenses awarded to Class Counsel, and Administrative Expenses, the remaining amounts in the Class Fund (hereinafter, the "Net Class Funds") shall be allocated among the Valid Claimants, pursuant to the Plan of Allocation.
2. Settlement Class Members in Tiers Two, Three, and Four may submit claims for payments from the Cash Fund either (a) by mail, or (b) electronically via the settlement website. To be timely, claims must be submitted by the Claim Deadline (which shall be a postmark deadline for mailed claims).
3. The Administrator shall receive and process claims from Settlement Class Members in Tiers Two, Three, and Four pursuant to the Plan of Allocation.
4. Within twenty (20) days following deposit of the Class Fund into the Cash Settlement Account (hereinafter, the "Payment Date"), the Administrator

shall mail checks, drawn from the Class Fund, to all Valid Claimants, in the amounts calculated for them pursuant to the Plan of Allocation. These checks shall be valid for a period of one-hundred twenty (120) days. For any payment check that is returned undeliverable with forwarding address information, the Administrator shall re-mail the check to the new address indicated. For any payment check that is returned undeliverable without forwarding address information, the Administrator shall make reasonable efforts to locate an updated address and shall re-mail the check to the new address as identified.

5. Other than for compensation of the initial Administrative Costs incurred prior to the Final Settlement Date or as otherwise provided in the Escrow Agreement, no portion of the Class Fund shall be released from the Escrow Account or distributed to any Settlement Class Member until the Final Settlement Date.
6. No person or entity shall have any claim against the AIG Defendants, the Named Plaintiff, Class Counsel, AIG Defendants' Counsel, the Escrow Agent, the Administrator, or any agent of any of the foregoing with respect to or arising out of any distribution or lack thereof made under the Plan of Allocation, this Settlement Agreement, or an order of the Court.
7. Unless otherwise ordered by the Court, Settlement Class Members in Tiers Two, Three, and Four shall look solely to the Class Fund for settlement and satisfaction of all Released Claims, and the Class Fund shall be the sole source of monetary payment for any attorneys' fees and expenses and Service Award that the Court awards for work arising out of or related to the Action. Except as expressly provided by this Settlement Agreement, the Plan of Allocation, or order of the Court, no Settlement Class Member shall have any interest in the Class Fund or any portion of it.
8. As a condition of payment of claims, Settlement Class Members in Tiers Two and/or Four shall be required to provide a sworn attestation that the Settlement Class Member has not already received a premium refund on the workers compensation insurance policy from which its claims arise from the insurer that issued such policy, and an agreement to reimburse the AIG Defendants if the Settlement Class Member is later issued such premium refund by the insurer or if the attestation is found or proved to be inaccurate or false.
9. If there is any balance and/or excess amounts remaining in the Class Fund and/or Escrow Account one (1) year following the Payment Date (whether by reason of returned distribution, unclaimed monies, tax refunds, uncashed checks, or otherwise), such balance shall be released from the Class Fund and/or Escrow Account and returned to the AIG Defendants.

E. Maintenance of Accounts As Qualified Settlement Accounts

1. All necessary steps to enable the Escrow Account and Cash Settlement Account to be Qualified Settlement Funds shall be taken, including the timely filing by the Administrator of all elections and statements required pursuant to Treas. Reg. §§ 1.468B-0 through 1.468B-5, or any other relevant statutes, regulations, or published rulings now or hereafter enacted or promulgated, for all taxable years in which the Escrow Account and Cash Settlement Account are in existence, beginning with the date of their establishment. The Administrator shall be the “administrator” of the Qualified Settlement Funds for purposes of the taxation of the Escrow Account and Cash Settlement Account under Treas. Reg. §§ 1.468B-0 through 1.468B-5, except that any election required by other than the Administrator under the Internal Revenue Code of 1986, as amended, Section 1.468B(d)(2)(F), shall be made by the applicable person constituting the “taxpayer” thereunder. The Administrator shall file or cause to be filed on a timely basis all required federal, state, and local tax returns and shall pay taxes in a manner consistent with treatment of the Escrow Account and Cash Settlement Account as Qualified Settlement Funds, as provided in Treas. Reg. §§ 1.468B-0 through 1.468B-5. The Settling Parties agree that the Escrow Account and Cash Settlement Account shall be treated as Qualified Settlement Funds from the earliest date possible, and they agree and elect to treat the Escrow Account and Cash Settlement Fund as Qualified Settlement Funds from the earliest date possible. The AIG Defendants agree to provide promptly the statement described in Treasury Regulation § 1.468B-3(e). Except as provided in this Settlement Agreement, in no event shall any one or more of the AIG Defendants have any responsibility or liability whatsoever for or in connection with filing required statements or tax returns, or for paying the costs associated therewith, the payment of any taxes due, or the expenses of administration of the Escrow Account or the Cash Settlement Account, or for or in connection with the Administrator’s actions or omissions.
2. Upon request by AIG Defendants’ Counsel, the Administrator shall promptly provide to AIG Defendants’ Counsel all information requested in connection with any tax returns an AIG Releasee must file or with any other report or filing an AIG Releasee must make with respect to the Escrow Account or Cash Settlement Account, *provided however*, no such request or compliance therewith by any person shall create or impose any responsibility or liability on the part of or upon any one or more of the AIG Defendants, the AIG Affiliates, the AIG Releasees, or AIG Defendants’ Counsel.

IV. NOTICE TO THE CLASS

A. CAFA Notice

1. Within the time prescribed by 28 U.S.C. § 1715, the AIG Defendants shall provide notice of this Settlement Agreement to the appropriate federal and state officials in compliance with 28 U.S.C. § 1715.

B. Mailing of the Notice

1. By no later than fifteen (15) days following the Preliminary Approval Date, the AIG Defendants shall provide to the Administrator a list (the “Settlement Class List”) that includes for each Class Member (a) the entity’s name and (b) last known mailing address, to the extent such information can be identified through reasonable efforts from the AIG Defendants’ records.
2. Subject to the requirements of the Preliminary Approval Order and no later than the Notice Date, the Administrator shall send, by first-class mail, postage prepaid, a copy of the Notice to each entity included in the Settlement Class List.
3. For any Notice that is returned undeliverable with forwarding address information, the Administrator shall promptly re-mail the Notice to the new address indicated. For any Notice that is returned undeliverable without forwarding address information, the Administrator shall make reasonable efforts to identify an updated address and shall re-mail the Notice to the new address as identified.
4. The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, and shall otherwise be in the manner and form approved by the Court.
5. A copy of the Notice, substantially in the form found in **Exhibit A** to this Settlement Agreement, shall be submitted to the Court for its approval at the time the Settling Parties submit this Settlement Agreement to the Court pursuant to Section X below.

V. THE ADMINISTRATOR AND CALCULATION ADVISOR

- A.** As set forth in this Settlement Agreement, the Administrator shall, as appropriate, assist with various tasks, including, without limitation: (i) mailing or arranging for the mailing (and re-mailing, if required) of the Notice; (ii) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or its designee(s); (iii) receiving and maintaining on behalf of the Court any requests for exclusion received from Class Members; (iv) establishing a toll-free number, website, and/or e-mail address to answer inquiries from Class Members,

including a system for e-mail inquiries and replies; (v) providing additional copies of the Notice, upon request, to Class Members; (vi) distributing the Class Fund to Valid Claimants consistent with the Plan of Allocation; and (vii) otherwise assisting Class Counsel and AIG Defendants' Counsel or their designees with the administration and implementation of this Settlement Agreement.

- B.** As set forth in this Settlement Agreement and in the Plan of Allocation, the Calculation Advisor shall assist in calculating payment amounts for Valid Claimants consistent with the Plan of Allocation.

VI. REQUESTS FOR EXCLUSION

- A.** Any Class Member that wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Administrator, at the mailing address indicated in the Notice, postmarked no later than forty-five (45) days after the Notice Date. A list of the entities that have timely requested exclusion shall be provided by the Settling Parties to the Court at or before the Fairness Hearing.
- B.** Any Class Member that does not timely submit a request for exclusion as provided in Section VI.A. shall be a Settlement Class Member and shall be bound by the Releases and by all proceedings, orders, and judgments in the Action.
- C.** The AIG Defendants, the Named Plaintiff, and the attorneys, agents, and/or employees of the AIG Defendants and the Named Plaintiff shall neither solicit nor otherwise encourage any Class Member to request exclusion from the Settlement Class.

VII. OBJECTIONS TO SETTLEMENT

- A.** Any Class Member may object to the fairness, reasonableness, or adequacy of this Settlement Agreement or any term(s) thereof, the Plan of Allocation, Class Counsel's application for attorneys' fees and expenses, and/or the request for a Service Award. To be considered, an objection must be made in writing, must be sent to the Clerk of Court, Class Counsel, and AIG Defendants' Counsel (at the addresses identified in the Notice), postmarked no later than forty-five (45) days after the Notice Date, and must include all of the following: (a) the objector's name, mailing address, and phone number; (b) the basis for claiming the objector is a member of the Settlement Class; (c) the specific reason(s), if any, for each objection made by the Class Member, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of such objection; (d) whether the objector is represented by counsel other than Class Counsel and, if so, the identity of such counsel; and (e) whether the objector and/or their counsel intends to appear at the Fairness Hearing.
- B.** Any Class Member that files and serves a written objection pursuant to this Section and indicates in such objection that they and/or their counsel intend to appear at the Fairness Hearing—and only such Class Members—may appear at

the Fairness Hearing, either in person or through counsel hired at the Class Member's expense, to object to (i) the fairness, reasonableness, or adequacy of this Settlement Agreement or any term(s) thereof; (ii) the Plan of Allocation; (iii) Class Counsel's application for attorneys' fees and expenses; and/or (iv) the requested Service Award.

- C. Any attorney representing a Class Member in connection with filing an objection, and any Class Member or its attorney intending to make an appearance at the Fairness Hearing, must file with the Court a notice of appearance no later than forty-five (45) after the Notice Date, or as the Court may otherwise direct.
- D. Any Class Member that fails to comply with any of the provisions of this Section shall waive and forfeit any and all rights it may otherwise have to appear separately at the Fairness Hearing and/or to object to this Settlement Agreement, Class Counsel's application for attorneys' fees and expenses, and the request for a Service Award, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Action.
- E. The AIG Defendants, the Named Plaintiff, and the attorneys, agents, and/or employees of the AIG Defendants or the Named Plaintiff shall neither solicit nor otherwise encourage any Class Member to submit objections.

VIII. RELEASES AND WAIVER, ORDER OF DISMISSAL

A. Releases and Waivers

1. As of the Final Settlement Date, the Named Plaintiff and any and all Settlement Class Members (including Settlement Class Members that are parties to any other litigation, arbitration, or other proceeding pending on the Final Settlement Date to the extent such litigation, arbitration, or other proceeding is based upon a Released Claim and is brought against any or all of the AIG Releasees) on behalf of themselves, their heirs, executors, administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), assigns, any person or entity claiming by or through a Settlement Class Member, and any person or entity representing any or all of the Settlement Class Members, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged all Released Claims, whether such claim is fixed or contingent, whether such claim is known or unknown, whether such claim has accrued or has not accrued, and whether such claim arose in the past or arises in the future, against each and every one of the AIG Releasees and AIG Defendants' Counsel, including such Released Claims as already have been, could have been, or could be asserted in any pending litigation, arbitration, or other proceeding, whether formal or informal.

2. Any Class Member that does not request exclusion from the Settlement Class will be forever barred from instituting or continuing any action against the AIG Releasees raising any Released Claim.
3. Nothing in this Section is intended, or should be construed, to compromise or impair the AIG Defendants' ability to prosecute or defend any remaining claims between the AIG Defendants and any Class Members that submit a valid and timely request for exclusion from the Settlement Class in accordance with the procedures set out in Section VI.A. of this Settlement Agreement.
4. Notwithstanding Sections VIII.A.1., VIII.A.2., VIII.A.3., and VIII.A.5., nothing in the Judgment shall bar any action or claim by the Settling Parties to enforce the terms of this Settlement Agreement or the Judgment.
5. The releases and waivers contained in this Section were separately bargained for and are essential elements of this Settlement Agreement.

B. Order of Dismissal

1. The Settling Parties will seek from the Court a Judgment and an Order Approving Settlement as further described in Section XI below. The Judgment and Order Approving Settlement shall, among other things, (i) approve this Settlement Agreement, including the Plan of Allocation, as fair, reasonable, and adequate; (ii) dismiss with prejudice and on the merits all claims in the Action between the AIG Defendants and the Named Plaintiff and the Settlement Class Members; and (iii) incorporate the Releases.

IX. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD

- A. Any award of attorneys' fees and expenses and any Service Award awarded by the Court to the Named Plaintiff, Class Counsel, or any other attorneys representing the Settlement Class Members in the Action shall be paid exclusively from the Class Fund. The AIG Defendants shall not oppose a request for attorneys' fees for Class Counsel not to exceed 28-percent of the Total Monetary Value.
- B. Class Counsel will make, and the AIG Defendants agree not to oppose, an application for a Service Award, in an amount not to exceed \$5,000, for the Named Plaintiff to compensate it for its efforts and commitment on behalf of the Settlement Class. Neither Class Counsel's application for, nor Named Plaintiff's entitlement to, a Service Award shall be conditioned in any way upon the Named Plaintiff's support for this Settlement Agreement.
- C. Any attorneys' fees and expenses awarded to Class Counsel, and any Service Award awarded to the Named Plaintiff, shall be paid from the Class Fund within

five (5) Business Days following the deposit of the Class Fund into the Class Settlement Account.

- D. Other than the Total Monetary Value, neither the AIG Defendants nor any of their predecessors, successors, parents, subsidiaries, partners, principals, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), heirs, administrators, executors, attorneys, successors in interest, or assigns shall be liable or obligated to pay any fees, the Service Award, expenses, costs, or disbursements to, or incur any expense on behalf of, the Settlement Class, the Named Plaintiff, Class Counsel, or any other attorneys representing Class Members in the Action.

X. PRELIMINARY ORDER CERTIFYING THE SETTLEMENT CLASS AND APPROVING NOTICE

- A. Within seven (7) days following the Execution Date, the Settling Parties shall submit this Settlement Agreement to the Court and apply for a Preliminary Approval Order.

XI. APPROVAL, JUDGMENT, AND THE ORDER APPROVING SETTLEMENT

- A. After the Fairness Hearing, and upon the Court's approval of this Settlement Agreement, the Settling Parties shall seek from the Court a Judgment and an Order Approving Settlement substantially in the form of **Exhibit B** attached to this Settlement Agreement.

XII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

- A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by agreement of the Settling Parties; *provided however*, that, after entry of the Judgment and Order Approving Settlement, the Settling Parties may, by written agreement, effect any amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits to this Settlement Agreement) without notice to or approval by the Court only if such changes are not materially inconsistent with the Court's Judgment and Order Approving Settlement and do not materially limit the rights of Settlement Class Members under this Settlement Agreement.
- B. This Settlement Agreement will terminate at the sole option and discretion of the AIG Defendants if any Class Member or aggregation of Class Members with 10-percent or greater allocation of the Class Fund under the Plan of Allocation submits a valid and timely request for exclusion from the Settlement Class in accordance with the procedures set out in Section VI of this Settlement Agreement.
- C. Subject to Sections XII.D. and XII.E. below, this Settlement Agreement will terminate at the sole option and discretion of the AIG Defendants or Class Counsel if:

1. The Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed settlement that the terminating party reasonably and in good faith determines is material, including, without limitation, the terms of relief, the Order Approving Settlement, the provisions relating to Notice, the definition of the Settlement Class, and/or the terms of the Releases; or
 2. The Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Preliminary Approval Order or the Judgment or the Order Approving Settlement.
- D.** A party seeking to terminate this Settlement Agreement pursuant to the terms set out in Sections XII.B. and XII.C. must exercise the option to withdraw from and terminate this Settlement Agreement no later than ten (10) days after receiving actual notice of the event prompting the termination.
- E.** If an option to withdraw from and terminate this Settlement Agreement arises pursuant to the terms set out above, (i) the party having such option will not be required for any reason or under any circumstance to exercise that option, and (ii) any exercise of that option shall be made in good faith.
- F.** If this Settlement Agreement is terminated pursuant to the terms set out above, then:
1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Settling Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section;
 2. This Settlement Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;
 3. The AIG Releasees and their current and former parents, predecessors, successors, heirs, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), agents, attorneys, representatives, and assigns expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, any argument that the Action may not be litigated as a class action;
 4. The Named Plaintiff and its current and former parents, predecessors, successors, heirs, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), agents, attorneys, representatives, and assigns expressly and affirmatively reserve all motions as to, and arguments in support of, all claims that have been or might later be asserted in the Action, including, without limitation, any argument concerning class certification;

5. Neither this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever;
6. Neither the Settling Parties' agreement to the terms set out in this Settlement Agreement nor their execution of this Settlement Agreement shall constitute or be construed to be an acknowledgement or an admission of wrongdoing or liability by any or all of the Settling Parties, or that any federal, state, or common laws have been violated, or that any provisions of the Class Members' workers compensation insurance policies have been breached;
7. Any monies in the Escrow Account and/or Cash Settlement Account at the time of the termination shall be returned to the AIG Defendants;
8. The terms of the Confidentiality Order, dated March 15, 2013, shall remain in full force and effect; and
9. Nothing in this Settlement Agreement shall create obligations on the part of any Settling Party to pay any other party's fees or expenses.

XIII. CONFIDENTIALITY AND NON-DISPARAGEMENT

- A. The Settling Parties agree not to make any disparaging, critical, or negative public statements, either directly or indirectly, in respect of the other party that concern or in any way relate to the Memorandum of Understanding executed by the Settling Parties on or around January 7, 2015, the Settlement Agreement, or the Action.
- B. The Settling Parties shall not make any statements concerning the settlement, Memorandum of Understanding executed by the Settling Parties on or around January 7, 2015, the Settlement Agreement, or any terms thereof unless the Settling Parties agree upon mutually acceptable language that all Settling Parties are free to disseminate. The Settling Parties shall not make any other statements concerning these subjects beyond the language agreed upon pursuant to this paragraph.

XIV. GENERAL MATTERS AND RESERVATIONS

- A. The Named Plaintiff represents and certifies that (i) it has agreed to serve as a representative of the Settlement Class proposed to be certified herein; (ii) it is willing, able, and ready to perform all of the duties and obligations as representative of the Settlement Class, including, but not limited to, being available for, and involved in, discovery and fact finding; (iii) it has read the pleadings in the Action, or has had the contents of such pleadings described to it; (iv) it has been kept apprised of the progress of the Action and/or the settlement negotiations among the Settling Parties, and has either read this Settlement Agreement, including the exhibits attached to the Settlement Agreement, or has received a description of it from Class Counsel, and it has agreed to its terms; (v)

it has consulted with Class Counsel about the Action, this Settlement Agreement, and the obligations of a representative of a class; and (vi) it will remain and serve as representative of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that the Named Plaintiff cannot represent the Settlement Class.

- B.** Each Settling Party represents and warrants that (i) it is not a party to any pending action outside of the Action that affects or could potentially affect the Settlement Agreement; (ii) the execution, delivery, and performance by it of this Settlement Agreement is within its authority; (iii) it has been duly authorized by all necessary company actions to execute, deliver, and perform under the Settlement Agreement; and (iv) the Settlement Agreement does not and will not contravene the terms of its respective charter documents, conflict with or result in the breach or contravention of any contractual obligation to which such Settling Party is a party, or any law, rule, order, injunction, writ, or decree of any governmental authority.
- C.** The signatories to this Settlement Agreement represent that they have been duly authorized to execute this Settlement Agreement on behalf of the party or parties they purport to represent and to bind those parties to its terms and conditions.
- D.** Each party represents and warrants that it enters into this Settlement Agreement of its own free will. In entering into this Settlement Agreement, no party has relied upon any representation or warranty not set forth expressly herein.
- E.** This Settlement Agreement sets forth the entire agreement among the Settling Parties with respect to its subject matter, and it may not be altered or modified except by written instrument executed by Class Counsel and AIG Defendants' Counsel. The Settling Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them.
- F.** This Settlement Agreement and any ancillary agreements shall be governed by and interpreted according to the law of the State of South Carolina, excluding its conflict of law provisions.
- G.** The Settling Parties shall jointly request that the Court retain continuing and exclusive jurisdiction over this Settlement Agreement, the Settling Parties, all Settlement Class Members, and all AIG Releasees to adjudicate all issues relating to this Settlement Agreement. Any action arising under or to enforce this Settlement Agreement shall be commenced and maintained only in the Court.
- H.** Whenever this Settlement Agreement requires or contemplates that a Settling Party shall or may give notice to the other, notice shall be provided by facsimile and/or next-day (excluding Saturday and Sunday) express delivery service as

follows and shall be deemed effective upon delivery to the facsimile number or address, as the case may be:

1. If to the AIG Defendants, then to:

Kevin S. Reed, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010
Telephone: (212) 849-7000
Facsimile: (212) 849-7100

and

Jay T. Thompson, Esq.
Nelson Mullins Riley & Scarborough LLP
Meridian / 17th Floor
1320 Main Street
Columbia, SC 29201
Telephone: (803) 255-9410
Facsimile: (803) 255-9472

2. If to the Named Plaintiff, then to:

James C. Bradley, Esq.
Richardson, Patrick, Westbrook & Brickman, LLC
1037 Chuck Dawley Boulevard
Mount Pleasant, SC 29465
Telephone: (843) 727-6500
Facsimile: (843) 216-6509

David J. McMorris, Esq.
Thornton Law Firm LLP
100 Summer Street, 30th Floor
Boston, MA 02110
Telephone: (617) 270-1333
Facsimile: (617) 720-2445

Roger N. Heller
Lief Cabraser Heimann & Bernstein LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

- I. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or

allowed by this Settlement Agreement or by order of Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day on which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Settlement Agreement, "legal holiday" includes New Year's Day, the observance of the birthday of Martin Luther King, Jr., Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a federal holiday.

- J.** The Settling Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- K.** If any provision, paragraph, section, subsection, or other portion of this Settlement Agreement is found to be void except for Section VIII, all of the remaining provisions of this Settlement Agreement shall remain in full force and effect unless either of the Settling Parties decides to terminate this Settlement Agreement pursuant to Section XII.C.
- L.** All Settling Parties agree that this Settlement Agreement was drafted by counsel for the Settling Parties at arm's-length, and that no parole or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Settling Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed. Nor shall there be any presumption for or against any Settling Party that drafted all or any portion of this Settlement Agreement.
- M.** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or any judicial, administrative, regulatory, or other proceeding, except a proceeding to enforce this Settlement Agreement. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity.
- N.** No opinion or advice concerning the tax consequences of the proposed settlement to individual Class Members is being given or will be given by AIG Defendants' Counsel and/or Class Counsel; nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. The Notice will direct Class Members to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they may have with respect thereto. Each Class Member's tax obligations, and the determination thereof, are

the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

- O. The Settling Parties, their successors and assigns, and their attorneys undertake to implement the terms of this Settlement Agreement in good faith and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.
- P. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or by an electronically transmitted signature shall be fully and legally binding on a Settling Party.
- Q. All AIG Releasees that are not parties to this Settlement Agreement are intended third-party beneficiaries entitled to enforce the terms of the Releases set forth herein.

Agreed to this ___ day of _____, 2015.

American International Group, Inc.
 By: [Signature]
 Its: VP: District 6C
 By: [Signature]
 Its: Assistant Secretary
AMERICAN INTERNATIONAL GROUP, INC.

AIG Property Casualty Inc.
 By: [Signature]
 Its: Senior Vice President
 By: [Signature]
 Its: Assistant Secretary

American Home Assurance Company 
By: 
Its: Executive Vice President
By: 
Its: Secretary

Thrift Development Corporation
By: _____
Its: _____

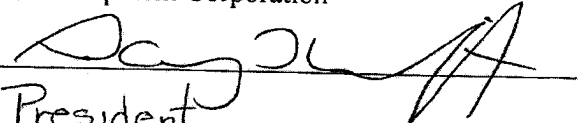
By: _____

Its: _____

By: _____

Its: _____

Thrift Development Corporation

By:  _____

Its: President _____

Exhibit A

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA

[Your Personal ID # is XXXXXX]

If you made a workers compensation claim in South Carolina under an AIG policy effective on or after June 27, 1999, you may be entitled to a partial premium refund from a class action settlement. Please read this notice to find out how to submit a claim for a refund.

For more information visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com)

- A federal court authorized this notice. This is not a solicitation from a lawyer and you are not being sued.
- A settlement has been reached in a class action lawsuit. The lawsuit claimed that the AIG Defendants (defined in this notice) failed to properly report third-party recoveries that they received for paid workers compensation claims filed by employers in South Carolina, and that this led to such employers paying inflated premiums on subsequent workers compensation insurance policies that they had with the AIG Defendants and/or the AIG Affiliates and with other workers compensation insurers.
- The AIG Defendants deny that they did anything wrong and deny that they have violated any laws. The Court has not decided whether the AIG Defendants did anything wrong, and the settlement should not be interpreted as an admission of fault, liability, or wrongdoing by any of the AIG Defendants.
- As a result of the settlement, the AIG Defendants will pay a total settlement amount of \$2,325,000.00. Eligible employers may be able to receive partial refunds for premiums that they paid to AIG and other workers compensation insurers.
- Based on the AIG Defendants' records, [INSERT NAME] is a part of this settlement.
- **To receive a refund from the settlement, file a Claim Form. You can file a Claim Form online at [WEBSITE], or you can complete the Claim Form that is attached to the back of this notice and mail it to the address listed on the Claim Form. Claim Forms must be submitted by no later than [DATE]. Please read below for more details.**
- Your legal rights are affected by the settlement whether you act or do not act. Read this notice carefully.

SUMMARY OF YOUR OPTIONS AND LEGAL RIGHTS IN THIS SETTLEMENT	
FILE A CLAIM	Receive a refund if you are eligible. To file a claim, visit [WEBSITE], or complete the <u>Claim Form</u> attached to the back of this notice and mail it to the address listed on the Claim Form. Claim Forms must be filed by no later than [DATE]. See Questions 10-11 below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You <u>will not</u> receive a refund from the settlement. This is the only option that allows you to retain your right to bring any other lawsuit against the AIG Defendants, or any of the entities that are included in the definition of "AIG Releasee" in the Settlement

SUMMARY OF YOUR OPTIONS AND LEGAL RIGHTS IN THIS SETTLEMENT	
	Agreement, about the claims in this case. The postmark deadline to exclude yourself is [DATE] . See Question 15 below.
DO NOTHING	You may not receive a refund at all, or may only receive less than your maximum refund, from the settlement. You will be giving up rights to be part of any other lawsuit or to make any other claim against the AIG Defendants, or any of the entities that are included in the definition of “AIG Releasee” in the Settlement Agreement, about the claims in this case. See Question 19 below.
OBJECT TO THE SETTLEMENT	Write to the Court if you do not like the settlement. The postmark deadline to send an objection is [DATE] . See Question 17 below.
ATTEND THE HEARING	Ask to speak in Court about the fairness of the settlement. The deadline to send a notice of intent to appear at the hearing is [DATE] . See Question 22-24 below.

- These rights and options, and the deadlines to exercise them, are explained in this notice.
- The Court in this case still has to decide whether to approve the settlement. Eligible employers may get refunds if the Court approves the settlement and after any appeals are resolved. Please be patient.
- **THIS NOTICE IS NOT AN OPINION BY THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES IN THIS CLASS ACTION. THE STATEMENTS MADE IN THIS NOTICE ARE NOT FINDINGS OF THE COURT.**

For more information about the settlement, you can visit **[WEBSITE] or contact the Settlement Administrator at: **[CONTACT INFORMATION]**. DO NOT CONTACT THE COURT OR THE AIG DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.**

WHAT THIS NOTICE CONTAINS

Page No.

BASIC INFORMATION.....4

1. Why is there a notice?.....4

2. Who are the AIG Defendants?.....4

3. Who is the Named Plaintiff?.....4

4. What is this lawsuit about?4

5. How do the AIG Defendants respond?4

6. Has the Court decided who is right?4

7. Why is there a Settlement?4

WHO IS IN THE SETTLEMENT.....5

8. Who is included in the settlement?5

THE SETTLEMENT’S BENEFITS.....5

9. What benefits does the settlement provide?.....5

10. How do I get a refund from the settlement?6

11. How do I file a Claim Form and what is the deadline?6

12. What happens after a Claim Form is filed?7

13. When will I receive a refund payment?7

14. What am I giving up to stay in the Settlement Class?7

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS7

15. How do I exclude myself from the Settlement Class?.....7

16. If I do not exclude myself, can I sue the AIG Defendants for the same thing later?.....7

OBJECTING TO THE SETTLEMENT.....8

17. How do I tell the Court if I do not like the settlement?8

18. What is the difference between objecting to the settlement and excluding myself from the Settlement Class?9

IF YOU DO NOTHING9

19. What happens if I do nothing at all?9

THE LAWYERS REPRESENTING YOU9

20. Do I have a lawyer representing me in this case?.....9

21. How will Class Counsel be paid?9

THE COURT’S FAIRNESS HEARING.....10

22. When and where will the Court decide whether to approve the settlement?.....10

23. Do I have to attend the hearing?10

24. May I speak at the hearing?10

GETTING MORE INFORMATION.....10

25. Where can you get additional information?.....10

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have the right to know about the proposed settlement of this class action lawsuit and about your options before the Court decides whether to grant final approval of the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

The United States District Court for the District of South Carolina (Anderson Division) is overseeing this case, which is titled: *Thrift Development Corporation v. American International Group, Inc., et al.*, No. 8:12-cv-00861-BHH (D.S.C.).

2. Who are the AIG Defendants?

The “AIG Defendants” are the defendants in this lawsuit. The names of the AIG Defendants are:

American International Group, Inc.
AIG Property Casualty Inc. f/k/a Chartis Inc.
American Home Assurance Company

The “AIG Affiliates” are the AIG Defendants’ subsidiary and affiliated entities licensed to issue workers compensation insurance policies in South Carolina between June 27, 1999 and March 26, 2012. The AIG Affiliates are not defendants in this lawsuit.

3. Who is the Named Plaintiff?

The Named Plaintiff that filed this lawsuit, Thrift Development Corporation, is an employer that had a workers compensation policy with American Home Assurance Company in South Carolina.

4. What is this lawsuit about?

The lawsuit claimed that the AIG Defendants failed to properly report third-party recoveries that they received for paid workers compensation claims filed by employers in South Carolina, and that this led to employers paying inflated premiums on subsequent workers compensation policies that they had with the AIG Defendants and/or the AIG Affiliates and with other workers compensation insurers.

The complaint filed in this lawsuit, which is available at [\[WEBSITE\]](#), contains all of the allegations and claims asserted against the AIG Defendants in the lawsuit.

5. How do the AIG Defendants respond?

The AIG Defendants deny all allegations of wrongdoing and liability and have asserted numerous affirmative defenses to the claims alleged.

6. Has the Court decided who is right?

No. The Court has not decided which of the parties, the Named Plaintiff or the AIG Defendants, is right.

7. Why is there a Settlement?

The Court has not decided in favor of either the Named Plaintiff or the AIG Defendants. Instead, both sides agreed to the settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty

of further litigation, and class members receive the benefits described in this notice. The Named Plaintiff and the attorneys appointed to represent the class (“Class Counsel”) believe that the settlement is in the best interest of those affected.

WHO IS IN THE SETTLEMENT

8. Who is included in the settlement?

The “Settlement Class” includes all policyholders that filed a workers compensation claim in South Carolina pursuant to a policy issued by any of the AIG Defendants and/or the AIG Affiliates with a policy effective date of June 27, 1999 or later, where subsequent to the claim: (i) any of the AIG Defendants and/or the AIG Affiliates received a third-party recovery that it was required to report to the National Council on Compensation Insurance, Inc. (“NCCI”) under the applicable NCCI reporting rules and South Carolina law; and (ii) the employer had one or more ex-mods that incorporated such claim but, as of March 26, 2012, did not account for the third-party recovery.

Persons and entities in the “Settlement Class” are called “Class Members.”

Based on the AIG Defendants’ records, [INSERT NAME] has been identified as being a Class Member in this case.

THE SETTLEMENT’S BENEFITS

9. What benefits does the settlement provide?

As part of the settlement, in exchange for the releases provided (see Question 14 below), the AIG Defendants have agreed to pay a total settlement amount of \$2,325,000.00. Eligible class members who do not timely request exclusion from the Settlement Class may be able to receive partial refunds for premiums that they paid to the AIG Defendants and/or the AIG Affiliates or other workers compensation insurers. For allocation purposes, the alleged premium overpayments for the Settlement Class are broadly divided into two groups:

The first group consists of alleged premium overpayments by Settlement Class Members on workers compensation insurance policies issued by any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants’ and/or the AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between July 1, 2004 and March 26, 2012.

The second group consists of: (a) alleged premium overpayments by Settlement Class Members on workers compensation insurance policies issued by an insurer other than any of the AIG Defendants and/or the AIG Affiliates, arising out of the AIG Defendants’ and/or the AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between July 1, 2004 and March 26, 2012; and (b) alleged premium overpayments by Settlement Class Members on workers compensation insurance policies issued by any insurer, arising out of the AIG Defendants’ and/or the AIG Affiliates’ alleged failure to properly report third-party recoveries received on claims made under policies with a policy effective date between June 27, 1999 and June 30, 2004.

The settlement creates two payment mechanisms to settle the claims of the Settlement Class, depending on whether the workers compensation insurance policy for which the alleged overpayment occurred is within the first group or second group described above:

- (1) up to \$900,000 in aggregate premium refunds issued by the AIG Defendants to Settlement Class Members that fall within the first group described above; and
- (2) the funding by the AIG Defendants of a \$1,425,000.00 “Class Fund” to be allocated—after deduction of administrative expenses, Court-awarded attorneys’ fees and expenses, and any service award for the Named Plaintiff—among Settlement Class Members that fall within the second group described above and who file valid claims.

A Settlement Class Member may have alleged premium overpayments that fall into the first group, the second group, or both groups, and thus may be compensated by one or both of these payment mechanisms.

The amount of each eligible Settlement Class Member’s refund will be calculated using the available records related to the workers compensation insurance policies and claims at issue, and will generally be based on the amount(s) of the Settlement Class Member’s alleged premium overpayment(s). Any payment that you receive will also depend on how many Settlement Class Members file valid claims for refunds. The Settlement Agreement and the Plan of Allocation attached to the Settlement Agreement, both of which are available at [\[WEBSITE\]](#), describe in further detail how settlement funds will be allocated among eligible Settlement Class Members.

For any questions about the tax implications of any benefits you receive under the settlement, contact your own tax advisor. Neither the Named Plaintiffs, the AIG Defendants, Class Counsel, nor the Settlement Administrator can give you tax advice.

10. How do I get a refund from the settlement?

To get a refund from the settlement, file a Claim Form. See Question 11 below regarding how to file a Claim Form and the deadline.

11. How do I file a Claim Form and what is the deadline?

You have two options for filing a Claim Form:

- File a Claim Form online, at [\[WEBSITE\]](#). **The deadline to file a Claim Form online is [DATE].**
- File a Claim Form by mail. Fill out the Claim Form attached to the back of this notice and mail your completed Claim Form to the following address: [\[ADDRESS\]](#). **The postmark deadline to mail your Claim Form is [DATE].**

Your completed Claim Form must include your Personal ID number, which is located in the top right hand corner of the first page of this notice.

Note that some of the third-party recoveries at issue may have been reported by the AIG Defendants to NCCI before the parties agreed to the settlement, and some Class Members may have already received a premium refund from their workers compensation insurer for the alleged premium overpayment(s) at issue. The Claim Form thus will also require you to attest that you have not already received a premium refund from your workers compensation insurer for the alleged premium overpayment(s) at issue. Only eligible persons and entities can receive refunds.

12. What happens after a Claim Form is filed?

The Settlement Administrator supervising the refund program will use the available records and the information provided in your Claim Form to determine your eligibility for a refund and your refund amount. If the Settlement Administrator needs more information, it may contact you directly.

13. When will I receive a refund payment?

For your alleged premium overpayments that fall within the first group described in Question 9 above, the AIG Defendants will issue you a premium refund in any amount due to you if the Court grants final approval to the settlement and after any appeals are resolved.

For your alleged premium overpayments that fall within the second group described in Question 9 above, if you have filed a valid Claim Form by the deadline, the Settlement Administrator will mail you a refund payment in any amount due to you if the Court grants final approval to the settlement and after any appeals are resolved. Please be patient.

14. What am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class by following the process for excluding yourself explained in Question 15 below, you will not be able to sue, continue to sue, or be part of any other lawsuit against the AIG Defendants, or any of the entities that are included in the definition of “AIG Releasee” in the Settlement Agreement, about the issues in this case. It also means that all of the judgments and decisions of the Court in this case will apply to you. The Settlement Agreement, available at [WEBSITE], describes all of the claims that you are releasing (giving up) by staying in the Settlement Class. You are encouraged to carefully review the release provisions and relevant definitions in the Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to receive a refund, and you want to keep the right to sue the AIG Defendants and/or the AIG Releasees on your own about the issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out.” If you exclude yourself, you will not be a Settlement Class Member and you will not get a refund through this settlement.

15. How do I exclude myself from the Settlement Class?

If you do not want to be in the Settlement Class, you may exclude yourself by writing to the Settlement Administrator. Your request must include the following:

- Name, mailing address, and telephone number;
- A statement that you want to be excluded from the settlement in *Thrift Development Corporation v. American International Group, Inc.*; and
- Signature

You must mail your exclusion request, postmarked no later than [DATE], to: [ADDRESS].

16. If I do not exclude myself, can I sue the AIG Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the AIG Defendants and the AIG Releasees about the issues in this case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not like the settlement or some part of it.

17. How do I tell the Court if I do not like the settlement?

If you are in the Settlement Class and do not exclude yourself, you can object to any part of the settlement, the settlement as a whole, Class Counsel's request for attorneys' fees and expenses, and/or the request for a service award for the Named Plaintiff. To object, you must send a letter that includes the following:

- Name, mailing address, and telephone number;
- The name of this case, which is *Thrift Development Corporation v. American International Group, Inc.*;
- An explanation of the basis upon which you claim to be a member of the Settlement Class;
- The specific reason(s) for your objection, including any legal support for your objection that you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection;
- Whether you are represented by counsel (other than Class Counsel) and, if so, the identity of such counsel;
- Whether you and/or your counsel intend to appear at the Fairness Hearing; and
- Signature

To be considered, your objection must be mailed, postmarked no later than **[DATE]**, to the Clerk of Court, Class Counsel, and AIG Defendants' Counsel at the following address:

Class Counsel:
James C. Bradley, Esq.
Richardson, Patrick, Westbrook &
Brickman, LLC
1037 Chuck Dawley Boulevard
Mount Pleasant, SC 29465

Settlement Administrator:
[INSERT ADDRESS]

AIG Defendants' Counsel:
Michael B. Carlinsky, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

If you do not send a timely or complete objection, you will waive all objections to the settlement and will not be allowed to object to the settlement at the Fairness Hearing or otherwise.

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on Class Counsel and AIG Defendants' Counsel (at the mailing addresses listed above in this section) a notice of appearance. The notice of appearance must be received by the Court and the counsel identified above by no later than **[DATE]**. If you hire an attorney in connection with making an objection (or for any other purpose relating to the settlement), you will be responsible for all fees and expenses that such attorney incurs on your behalf.

18. What is the difference between objecting to the settlement and excluding myself from the Settlement Class?

You object to the settlement when you wish to remain a Settlement Class Member and be subject to the settlement, but disagree with some aspect of the settlement. An objection allows your views to be heard in Court.

In contrast, excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the settlement to apply to you. Once excluded, you lose any right to receive a refund from the settlement or to object to any aspect of the settlement because the case no longer affects you.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing in response to this notice, you will be giving up your rights to be part of any other lawsuit or make any other claim against the AIG Defendants and the AIG Releasees about the issues in this case. The Settlement Agreement, available at [\[WEBSITE\]](#), describes all of the claims that you are releasing (giving up) by remaining in the Settlement Class.

If all of your alleged premium overpayments fall within the first group described in Question 9 above, and you do nothing in response to this notice, you will receive the full amount due to you under the settlement, without any further action on your part, once the settlement becomes final.

If any of your alleged premium overpayments fall within the second group described in Question 9 above, and you do nothing in response to this notice, you will not receive a refund on those overpayments.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer representing me in this case?

Yes. The Court has appointed lawyers to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. The lawyers appointed as Class Counsel are: Richardson, Patrick, Westbrook & Brickman, LLC, Thornton Law Firm LLP, and Lief Cabraser Heimann & Bernstein LLP

The Court has also appointed the Named Plaintiff Thrift Development Corporation as a “class representative” to represent the Settlement Class in this case.

21. How will Class Counsel be paid?

Class Counsel intends to ask the Court to award them attorneys’ fees and expenses of up to \$651,000. Class Counsel will also ask the Court to award the Named Plaintiff a service award of up to \$5,000 to compensate the Named Plaintiff for its commitment and efforts on behalf of the Settlement Class in this case.

The Court will determine the amount of attorneys’ fees, expenses, and service award to award. Any attorneys’ fees, expenses, and service award awarded by the Court will be paid from the \$1,425,000 Class Fund (see Question 9) and will reduce the funds available for distribution to eligible class members.

Class Counsel's application for attorneys' fees, expenses, and service award is available at [\[WEBSITE\]](#).

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the settlement?

The Court will hold the Fairness Hearing at __:__ a.m./p.m. on _____, 2015, at the United States Courthouse, located at 300 East Washington Street, Greenville, SC 29624. The Fairness Hearing may be moved to a different date or time without notice, so check for updates at [\[WEBSITE\]](#). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for attorneys' fees and expenses and request for a service award for the Named Plaintiff. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

23. Do I have to attend the hearing?

No. You do not have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you or your personal attorney would like to attend the Fairness Hearing, you are welcome to do so at your expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you send your written objection on time, to the proper addresses, and it complies with the requirements set forth above, the Court will consider it.

24. May I speak at the hearing?

You or your personal counsel may speak at the Fairness Hearing, at your expense, but only if your written objection (see Question 17) clearly states that you and/or your counsel intend to appear at the Fairness Hearing.

GETTING MORE INFORMATION

25. Where can you get additional information?

This notice summarizes the proposed settlement. You can find more details in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a printable Claim Form, and get more information about the settlement by visiting [\[WEBSITE\]](#). You can also get more information and request that a Claim Form be mailed to you by contacting the Settlement Administrator at [\[CONTACT INFORMATION\]](#). You can also contact Class Counsel at [\[PHONE NUMBER\]](#).

You may also examine the Settlement Agreement, Court orders, and the other papers filed in this case at the Office of the Clerk, United States District Court for the District of South Carolina, Clement F. Haynsworth Federal Building and U.S. Courthouse, 300 East Washington Street, Greenville, SC, from 8:30 a.m. to 4:30 p.m. Eastern time.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

Claim Form

To apply for a refund from the class action settlement in *Thrift Development Corporation v. AIG*, you must file this Claim Form. To file your Claim Form, print this form, fill it out, and mail it to:
[ADDRESS]

Important: The deadline to file your Claim Form is [DATE].

Your Information

Personal ID #

(You can find this number on the top of the first page of the notice you received)

Your Name _____

Name of Business (if applicable): _____

Address _____

City _____ State _____ ZIP _____

Telephone Number: _____

Email Address (optional): _____

Confirming Your Eligibility (check box)

You must check the box below in order to receive a refund. The Settlement Administrator will determine your eligibility and calculate your refund amount.

The information I have included on this Claim Form is correct to the best of my knowledge. I would like to receive any refund to which I am eligible under this class action settlement. By checking this box I confirm that, to the best of my knowledge, I have not already received a refund from my insurer related to this claim. Should I later receive a refund from my insurer related to this claim (other than the payment that I receive from this class action settlement), or if this claim is later proved to be inaccurate or false, I agree to reimburse the AIG Defendants for the amount of my class action settlement refund. **(check box)**

Signature

Date

Your Title or Position With the Business (if applicable)

Exhibit B

UNITED STATES DISTRICT COURT
IN THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

Thrift Development Corporation,)
Plaintiff,)
)
)
)
)
v.)
)
)
American International Group, Inc.;)
Chartis Inc. and)
American Home Assurance Co.,)
Defendants.)
)
_____)

C/A No.: 8:12-cv-00861-BHH

WHEREAS, plaintiff Thrift Development Corporation (“Named Plaintiff”) and the AIG Defendants¹ entered into a Release and Settlement Agreement dated _____, 2015; and

WHEREAS, the Court entered a _____, 2015 Order (the “Preliminary Approval Order”): preliminarily certifying the Settlement Class in this Action for settlement purposes under FED. R. CIV. P. 23(b)(3), ordering that notice be disseminated to the Settlement Class, scheduling a Fairness Hearing for _____, 2015, and providing Class Members with an opportunity to opt-out of the Settlement Class or object to the proposed settlement; and

WHEREAS, the Court held a Fairness Hearing on _____, 2015 to determine whether to grant final approval to the Settlement Agreement; and

WHEREAS, the Court is contemporaneously issuing a Judgment that, among other things, certifies the Settlement Class, approves the Settlement Agreement, and dismisses the Settlement Class Members’ claims with prejudice as to the AIG Defendants;

¹ Unless otherwise specifically defined herein, the capitalized terms in this Order Approving Settlement have the same meaning as attributed to them in the Settlement Agreement.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. **Incorporation of Settlement Documents.** This Order Approving Settlement (the “Order”) incorporates and makes a part hereof the Settlement Agreement, including all exhibits thereto. The Settlement Agreement and all exhibits thereto shall be referred to collectively as the “Settlement Agreement.”

2. **Jurisdiction.** The Court has personal jurisdiction over all Settlement Class Members (as defined below) and has subject matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the Settlement Agreement and the Plan of Allocation, grant final certification of the Settlement Class for settlement purposes, and dismiss the Action with prejudice.

3. **Final Settlement Class Certification.** The Settlement Class this Court preliminarily certified is hereby finally certified for settlement purposes under FED. R. CIV. P. 23(b)(3). The Settlement Class consists of: all policyholders that filed a workers compensation claim in South Carolina pursuant to a policy issued by any of the AIG Defendants and/or the AIG Affiliates with a policy effective date of June 27, 1999 or later, where subsequent to the claim: (i) any of the AIG Defendants and/or the AIG Affiliates received a third-party recovery that it was required to report to NCCI under the applicable NCCI reporting rules and South Carolina law; and (ii) the employer had one or more ex-mods that incorporated such claim but, as of March 26, 2012, did not account for the third-party recovery.

4. **Issue for Certification.** The issue that the Court is deciding on a class-wide basis is whether the terms of the proposed settlement are fair, reasonable, and adequate pursuant to FED. R. CIV. P. 23(e) and governing law construing that Rule. In making that determination, the

Court also has considered, as discussed herein, whether proper notice of the proposed settlement was given under FED. R. CIV. P. 23(c)(2)(B) and Fed. R. Civ. P. 23(e)(1) to the Settlement Class and any other relevant persons so that the settlement's terms will have binding effect, as discussed in paragraph __ below.

5. **Adequacy of Representation.** The Named Plaintiff and Class Counsel have fully and adequately represented the Settlement Class for purposes of entering into and implementing the settlement and have satisfied the requirements of FED. R. CIV. P. 23(a)(4).

6. **Notice.** The Court finds that the distribution of the Notice and the notice methodology were implemented in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable, and that the Notice and notice methodology: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the claims in the Action, their rights to object to the proposed settlement and to appear at the Fairness Hearing, and their right to exclude themselves from the Settlement Class; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

7. **Final Settlement Approval.** The terms and provisions of the Settlement Agreement have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Settling Parties and the Settlement Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process

Clause), the Rules of the Court, and any other applicable law. The Settling Parties and their counsel are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

8. [Findings in support of settlement approval]

9. **Plan of Allocation.** The Plan of Allocation is approved as a fair and reasonable method to allocate the relevant settlement proceeds among Settlement Class Members. The Settling Parties, through the Administrator and Calculation Advisor, are directed to implement and administer the Plan of Allocation in accordance with its terms and provisions.

10. **Binding Effect.** The terms of the Settlement Agreement and of this Order and the accompanying Judgment shall be forever binding on the Settling Parties and all Settlement Class Members, as well as their heirs, executors, administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) and assigns as to all Released Claims.

11. **Releases.** The Releases as set forth in Section ___ of the Settlement Agreement are expressly incorporated herein in all respects. The Releases shall be effective as of the Final Settlement Date.

12. **Permanent Injunction.** The Named Plaintiff and all Settlement Class Members (and their heirs, executors, administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), and assigns), are permanently enjoined from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or other proceeding against any or all of the AIG Releasees or AIG Defendants' Counsel or order in any jurisdiction entered against any or all of the AIG Releasees or AIG Defendants' Counsel that is based upon

or arises out of any Released Claims. All persons or entities are permanently enjoined from organizing any Settlement Class Members for purposes of pursuing as a purported class action (including seeking to amend a pending complaint to include claims that are based upon or arise out of any Released Claims, or by seeking class certification in a pending action) any other lawsuit against any or all of the AIG Releasees or AIG Defendants' Counsel that is based upon or arises out of any Released Claims.

13. **Bar Order.** The Named Plaintiff and all Settlement Class Members (and their heirs, executors, administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) are permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim against any AIG Releasee, arising under state, federal, or common law, however styled (whether for indemnification or contribution or otherwise denominated, including, without limitation, claims for breach of contract, breach of the implied covenant of good faith and fair dealing, or unjust enrichment), where the alleged injury or damage to such person or entity is based upon or arises out of any Released Claim, including, but not limited to, any claim that is based upon or arises out of the Action or the subject matter thereof, whether such claims are legal or equitable, known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, including, without limitation, any such claim in which a person or entity seeks to recover from any of the AIG Releasees (i) any amounts such person or entity may become liable to pay to any or all of the Settling Parties and other Settlement Class Members, and/or (ii) any costs, expenses, or attorneys' fees from defending any claim by any or all of the Settling Parties and other Settlement Class Members. All such claims are hereby extinguished, discharged, satisfied, and unenforceable, subject to a hearing to be held by the Court, if necessary. The provisions of this paragraph ___ are intended to preclude any

liability of any of the AIG Releasees to any person or entity for indemnification, contribution, or otherwise on any claim based upon or arising out of any Released Claim belonging to any or all of the Settling Parties and other Settlement Class Members. If any provision of this paragraph ___ is subsequently held to be unenforceable, such provision shall be substituted with such other provision as may be necessary to afford all of the AIG Releasees the fullest protection permitted by law from any claim that is based upon or arises out of any Released Claims.

14. **No Admissions.** Neither this Order and the accompanying Judgment nor the Settlement Agreement, nor any of the provisions of the Settlement Agreement or any negotiations leading to its execution, nor any other documents referred to in this Order or the accompanying Judgment, nor any action taken to carry out this Order and the Judgment is, may be construed as, offered as, received as, used as, or deemed to be evidence of any kind in this Action, any other action, or any other judicial, administrative, regulatory, or other proceeding, or may be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to the AIG Defendants, the AIG Affiliates, and the Named Plaintiff, or of the appropriateness of class treatment for any group of entities situated similarly to the Class Members, or as a waiver by the AIG Defendants, the AIG Affiliates, or the Named Plaintiff of any applicable defense. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not under any circumstances be construed as, offered as, received as, used as, or deemed to be evidence of, an admission or concession as to the AIG Defendants', the AIG Affiliates', or the Named Plaintiff's denials or defenses and shall not be offered or received in evidence in the Action, any other action, or any other judicial, administrative, regulatory, or other proceeding against any Settling Party hereto for any purpose

whatsoever, except as evidence of the settlement or to enforce the provisions of this Order, the accompanying Judgment, and the Settlement Agreement; *provided however*, that this Order, the accompanying Judgment, and the Settlement Agreement may be filed in any action against or by any AIG Releasees to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar, or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

15. **Enforcement of Settlement.** Nothing in this Order or the accompanying Judgment shall preclude any action to enforce the terms of the Settlement Agreement.

16. **Attorneys' Fees and Expenses.** The Court finds that an award of attorneys' fees and expenses for Class Counsel in the amount of \$_____ to be fair, reasonable and appropriate, and directs that such amount shall be paid from the Class Fund to Class Counsel pursuant to the terms of the Settlement. Other than as set forth in the Settlement Agreement, the AIG Defendants shall have no responsibility or liability for any claims for attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel of record representing the Named Plaintiff or Class Members in the Action, or incurred by the Named Plaintiff or Class Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, the administration of the Settlement Agreement, and/or the Released Claims.

17. [Findings in support of award of attorneys' fees and expenses]

18. **Service Award.** The Court finds that a service award for the Named Plaintiff in the amount of \$_____ is fair, reasonable and appropriate, and directs that such amount be paid from the Class Fund to the Named Plaintiff pursuant to the terms of the Settlement Agreement.

19. **Modification of Settlement Agreement.** The parties are hereby authorized, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement, provided that such amendments, modifications, and expansions of the Settlement Agreement are not materially inconsistent with this Order and the accompanying Judgment and do not materially limit the rights of Settlement Class Members under the Settlement Agreement.

20. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Order and the accompanying Judgment. Without in any way affecting the finality of this Order and the accompanying Judgment, this Court expressly retains exclusive and continuing jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, and of this Order and the accompanying Judgment, and for any other necessary purposes, including, without limitation:

- a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, this Order, or the Judgment (including, without limitation, whether a person or entity is or is not a Class Member, and whether claims or causes of action allegedly related to the Action are or are not barred by the Judgment or Releases);
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and the Judgment approving the Settlement Agreement, dismissing all claims with prejudice, and permanently enjoining Settlement Class Members from initiating or pursuing any

related proceedings, or to ensure the fair and orderly administration of this settlement; and

- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

21. **Dismissal of Action.** The claims by the Settling Parties and all other Settlement Class Members are hereby dismissed with prejudice as to against the AIG Defendants, without fees or costs to the AIG Defendants except as set forth in the Settlement Agreement.

22. **Entry of Judgment.** Because it is in the best interests of the Settlement Class Members that the settlement proceeds be disbursed as soon as possible and because the Settlement Agreement resolves all claims by the Settlement Class Members, the Court finds that there is no just reason to delay the Judgment regarding the Settlement Agreement. Accordingly, the Court expressly directs that the Judgment regarding the Settlement Agreement be entered as to all parties and all claims in the Action.

SO ORDERED this ____ day of _____ 2015.

HONORABLE BRUCE HOWE HENDRICKS
UNITED STATES DISTRICT COURT JUDGE

Exhibit C

Plan of Allocation

Step 1: Identify the “Potential Claimants” and their “Covered Ex-Mods”

- Identify, by process of elimination, those ex-mods that are within Tiers 2, 3, and 4 (the “Covered Ex-Mods”). This will be done using information to be provided by the AIG Defendants identifying the class member ex-mods that are within the other Tier (*i.e.*, Tier 1).
- All class members that have one or more Covered Ex-Mod(s) are “Potential Claimants.”

Step 2: Calculate the “Ex-Mod Delta” for each Covered Ex-Mod

- Calculate the impact on each Covered Ex-Mod (the “Ex-Mod Delta”) by comparing the Covered Ex-Mod to the corresponding newly calculated ex-mod. For all Covered Ex-Mods, the Court-appointed Calculation Advisor will calculate the new ex-mods using the NCCI ex-mod worksheets produced by NCCI (the “NCCI Worksheets”) and the information that has been produced by the AIG Defendants regarding the relevant recoveries and underlying claims. This includes information produced in spreadsheet form in response to Plaintiff’s First Set of Interrogatories and loss run information produced in spreadsheet form. For all Covered Ex-Mods, the corresponding Ex-Mod Delta will equal the Covered Ex-Mod minus the newly calculated ex-mod as calculated consistent with this paragraph.

Step 3: Calculate the “Premium Differential” for each Covered Ex-Mod

- Calculate the impact on the premium (“Premium Differential”) for each Covered Ex-Mod by having the Court-appointed Calculation Advisor multiply the Ex-Mod Delta (Step 2) for that Covered Ex-Mod by:
 - a. Where available, the premium for the policy at issue, as reported in the NCCI Worksheets; or
 - b. Where (a) is not available, the most recent prior subject premium reported in the NCCI Worksheets.

Step 4: Calculate the “Total Differential” for each Potential Claimant

- Calculate the total premium impact (“Total Differential”) for each Potential Claimant by adding up all of the Premium Differentials (Step 3) that are calculated for that Potential Claimant (*i.e.*, for all of that Potential Claimant’s Covered Ex-Mods).

Step 5: Calculate the “Total Aggregate Differentials” for all Potential Claimants

- Calculate the total aggregate premium impact on all Potential Claimants (“Total Aggregate Differentials”) by adding up all of the Total Differentials (Step 4) for all Potential Claimants.

Step 6: Calculate each Potential Claimant’s “Proportionate Share”

- Calculate each Potential Claimant’s “Proportionate Share,” which is reflected as a percentage and is equal to that Potential Claimant’s Total Differential (Step 4), divided by the Total Aggregate Differentials for all Potential Claimants (Step 5).

Step 7: Process Claims and Identify Valid Claimants

- The Settlement Administrator will process the claims that are submitted and determine which claimants are Valid Claimants pursuant to the terms of the Settlement Agreement.

Step 8: Calculate the “Settlement Payment Amount” for each Valid Claimant

- The Net Class Funds, as defined in the Settlement Agreement,¹ will be distributed to Valid Claimants. The amount of each Valid Claimant’s Settlement Payment Amount will be:
 - a. Their Proportionate Share (Step 6), multiplied by the total amount of Net Class Funds; or
 - b. If the total of all Settlement Payment Amounts for all Valid Claimants, as calculated using subpart (a) herein, would be less than the total amount of Net Class Funds, then each Valid Claimant’s Settlement Payment Amount will be increased on a *pro rata* basis up to a maximum of their Total Differential (Step 4).

¹ The Net Class Funds are equal to the Class Fund, minus (a) any Service Award granted by the Court; (b) any attorneys’ fees and expenses awarded to Class Counsel by the Court; and (c) Administrative Costs.

Exhibit D

Exhibit D to Settlement Agreement**LIST OF PROPOSED CLASS MEMBERS**

Policy No.	Policy Eff. Date	Claim No.	Insured Name
05824138	2003/06/10	418065847	3-L, INC.
08943811	2006/06/01	709481465	A J CONCRETE PUMPING LLC
09301749	2005/08/26	709248551	A SPECIALIZED TRANSPORATION SERVICE, INC.
06876282	2007/08/26	709591736	A SPECIALIZED TRANSPORATION SERVICE, INC.
06876282	2007/08/26	709668188	A SPECIALIZED TRANSPORATION SERVICE, INC.
07252404	2002/11/02	418067806	A T S INTERMODAL, LLC
03146555	2002/12/31	418063435	AAA RENTALS & ALL OCCASIONS (A CORP.)
09517247	2005/12/31	709358557	AAA RENTALS & ALL OCCASIONS (A CORP.)
03281254	2003/06/01	418070920	ABL MANAGEMENT, INC.
02797908	2005/10/18	709366142	ABRAHAM JARAMILLO
07228190	2005/05/12	709200077	ACCUSWEEP
05896030	1999/10/01	418034437	ACE MAINTENANCE & SERVICES INC
09690657	2002/01/08	418059091	ACME DELIVERY SERVICES, INC.
09685455	2005/04/25	709226720	ADVANTAGE HEALTH SYSTEMS, INC.
09689174	2006/04/25	709373484	ADVANTAGE HEALTH SYSTEMS, INC.
05312456	2007/04/25	709483832	ADVANTAGE HEALTH SYSTEMS, INC.
05312456	2007/04/25	709746018	ADVANTAGE HEALTH SYSTEMS, INC.
06992727	2001/04/18	418053765	AFFORDABLE TOWING & RECOVERY
06930229	2005/01/18	709160823	AIKEN COUNTY COMMUNITY ACTION COMMISSION INC
07239483	2002/05/24	418063401	ALD, INC.
08973072	2006/12/21	709583281	ALEXANDER- WALLACE ENTERPRISES INC
08889587	2000/11/14	418045360	ALICE MANUFACTURING CO INC
08889587	2000/11/14	418051152	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418056685	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418056942	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418059774	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418058647	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418057871	ALICE MANUFACTURING CO INC
09387926	2001/11/01	418056941	ALICE MANUFACTURING CO INC
08889587	2000/11/14	418050091	ALICE MANUFACTURING CO INC
08889587	2000/11/14	418043636	ALICE MANUFACTURING CO INC
02920647	2007/01/01	709530015	ALLIED WASTE INDUSTRIES, INC.
05145027	2008/01/01	709633904	ALLIED WASTE INDUSTRIES, INC.
01760330	2007/01/01	709545107	ALMOND FOREST PRODUCTS INC.
06255903	2002/01/19	418057747	ALPHA MEDICAL BRACE LLC

05312974	2007/11/03	709685021	ALTERNATIVE STAFFING, INC.
06520877	2000/07/01	418039681	ALUMINUM LADDER COMPANY INC
07083868	2000/04/01	418037430	AMERICAN RESIDENTIAL SERVICES, INC.
07083868	2001/01/01	418049143	AMERICAN RESIDENTIAL SERVICES,LLC.
07083868	2001/01/01	418044854	AMERICAN RESIDENTIAL SERVICES,LLC.
07083868	2001/01/01	418045698	AMERICAN RESIDENTIAL SERVICES,LLC.
02660941	2004/11/30	709096659	AMERICA'S HOME PLACE INC
06832220	2007/03/26	710392637	ANDY ANDERSON CONSTRUCTION CO INC
09844176	2008/05/09	709636755	ANVIL KNITWEAR, INC.
07820508	2003/05/05	418071294	ATCHISON TRANSPORTATION SERVICE, INC
05842148	1999/10/01	082132335	ATLANTIC CONTAINER SERVICE INC
01026954	2000/02/20	418036690	ATLANTIC FARMS, INC.
09871748	2009/08/28	709804575	AUDUBON CORP.
05313218	2008/01/01	709599961	B & F ROOFING CO., INC
04552154	2002/05/31	418057600	BABCOCK BORSIG CAPITAL CORPORATION
09683365	2004/10/09	709056345	BAIRD TRANSPORT LLC
09683365	2004/10/09	709143962	BAIRD TRANSPORT LLC
02925195	2002/10/09	418064028	BAIRD-COASTAL TRANSPORT, LLC.
04814012	2003/10/09	418075071	BAIRD-COASTAL TRANSPORT, LLC.
04814012	2003/10/09	159233996	BAIRD-COASTAL TRANSPORT, LLC.
01890251	2003/07/01	418067564	BELUE TRUCKING COMPANY, INC.
01890251	2003/07/01	418076633	BELUE TRUCKING COMPANY, INC.
01026980	2000/03/01	418042872	BENNETT HOFFORD CONSTRUCTION CO
03330152	2003/03/04	418070329	BENTON MASONRY, LLC
08889520	1999/08/04	418031058	BERKELEY COUNTY SCHOOL DISTRICT
08889520	1999/08/04	418030709	BERKELEY COUNTY SCHOOL DISTRICT
08889579	2000/08/04	418046650	BERKELEY COUNTY SCHOOL DISTRICT
08889579	2000/08/04	418042098	BERKELEY COUNTY SCHOOL DISTRICT
08889579	2000/08/04	418039195	BERKELEY COUNTY SCHOOL DISTRICT
08889579	2000/08/04	418044661	BERKELEY COUNTY SCHOOL DISTRICT
09685913	2005/06/10	709255528	BERKELEY DORCHESTER COUNTIES ECONOMIC DEVELOPMENT
09685913	2005/06/10	709192593	BERKELEY DORCHESTER COUNTIES ECONOMIC DEVELOPMENT
09689603	2006/06/10	709385576	BERKELEY DORCHESTER COUNTIES ECONOMIC DEVELOPMENT
05847974	2004/06/03	709037750	BESCO, INC.
03178276	2001/01/01	2426221118	BK MANAGEMENT, INC.
04951424	2003/01/25	418065293	BLYCO GLASS COMPANY, INC.
03591571	2002/03/16	313 2014770	BNFL USA GROUP,INC., CE NUCLEAR AND WESTINGHOUSE E
08889748	2000/12/26	418048740	BOJANGLES' RESTAURANTS, INC.
01876017	2007/12/21	709638085	BROOME'S SERVICE CENTER, INC.
02926050	2005/12/31	709331529	BRS INC
02922542	2005/11/22	709294658	BUNCH STEEL ERECTORS, INC.

07484923	2004/01/01	418077216	BUNCOMBE STREET UNITED METHODIST
07597718	2007/07/01	709617318	BURFORD'S TREE, INC.
08951755	2006/02/01	709314817	C L M TRANSPORT, LLC
06610497	2005/09/30	23200001242	C&S WHOLESALE GROCERS, INC.
06644547	2005/03/15	709208061	CAMP CHATUGA, INC.
07688330	2004/06/26	709141478	CANNON CONTAINER GROUP LLC
06590783	2011/03/12	709974308	CANZATER CONSTRUCTION INC
5311095	2006/11/30	709519392	CAPITAL PERSONNEL SERVICE, INC.
5362877	2002/06/14	418058531	CAREMERICA, INC.
05310391	2006/09/01	709415903	CAROLINA MED CARE, INC.
01024304	1999/10/07	418032412	CAROLINA MILK CARRIERS INC
08889562	2000/01/01	418041292	CAROLINA TRUSS SYSTEMS INC
06705017	2005/04/30	709208059	CARTER TRANSFER INC
01763263	2007/01/05	709546606	CAUGHMAN'S MEAT PLANT INC
06521185	2000/07/01	418041275	CDJ BULK EXPRESS INC
03715874	2005/01/01	001WC21255	CENTRAL TRANSPORT, INC.
09685630	2005/05/03	709200214	CENTURUM, INC.
06995996	2001/06/20	418056348	CHARLES GANTT TRUCKING INC
07481154	2003/12/09	418076701	CHARRON SPORTS SERVICE, INC.
07481154	2003/12/09	418076739	CHARRON SPORTS SERVICE, INC.
06700623	2005/03/31	709197133	CHEROKEE MOTEL, INC. DBA SANDCASTLE SOUTH
01027473	2000/03/31	418038089	CIRCLE S RANCH, INC.
01029013	2000/01/20	418048460	CITY WRECKER SERVICE INC
07829779	2003/07/15	418073597	CLIMAN TRANSPORTATION OF THE CAROLINAS, INC
07829779	2003/07/15	418073596	CLIMAN TRANSPORTATION OF THE CAROLINAS, INC
05314858	2008/02/10	709709721	CLP HEALTHCARE SERVICES INC.
06552573	2000/12/17	418049154	CMEG, INC.; CLEAN MANAGEMENT ENVIROMENTAL GROUP, IN
07205799	1999/07/16	418038306	COLONIAL GROUP INC.
09693134	2002/09/01	418061951	COLONIAL GROUP, INC.
09387367	2001/09/01	418055839	COLONIAL GROUP, INC.
06521083	2000/07/10	418053321	COLUMBIA MEATS, INC., & GREENVILLE MEATS, INC.
06993841	2001/07/10	418048761	COLUMBIA MEATS, INC., & GREENVILLE MEATS, INC.
09688246	2006/01/01	709419333	CONDUSTRIAL INC.
00834018	2005/09/14	709227501	CONGLOBAL INDUSTRIES, INC.
05311568	2007/01/01	709523020	CONNELLY MANAGEMENT, INC.
09680353	2004/01/01	709075583	CONNELLY MANAGEMENT, INC.
09695159	2003/02/28	418066164	CONNEX TCT LLC/CONNEX NORTH AMERICA, INC.
09695159	2003/02/28	418065177	CONNEX TCT LLC/CONNEX NORTH AMERICA, INC.
01129953	2000/06/01	418045725	CONRAD FAFARD, INC.
01129953	2000/06/01	418040529	CONRAD FAFARD, INC.
04552152	2001/06/01	418049129	CONSOLTEX HOLDINGS, INC.
04552918	2002/06/01	418060460	CONSOLTEX HOLDINGS, INC.

04552918	2002/06/01	418062205	CONSOLTEX HOLDINGS, INC.
09385718	2001/01/01	418051008	CORE MATERIALS CORPORATION
03825232	2004/10/31	145A0015297	CORPORATE SERVICES GROUP HOLDINGS, INC.
06551620	2001/01/01	418044395	COURTESY MGMT OF ORANGEBURG
04783909	2005/03/31	709257616	CRUM RESOURCES, INC. AND CRUM STAFFING, INC.
09692800	2002/06/12	418062581	CTR OF CHARLOTTE, INC. (A CORP)
09685266	2005/04/01	709128711	D & L TRUCKING INC.
09386584	2001/05/05	418050606	D C I MANAGEMENT GROUP LTD (A CORP)
08278941	2004/07/11	418078248	DALE HAND CONTRACTING INC
08278941	2004/07/11	418078246	DALE HAND CONTRACTING INC
08974645	2006/10/01	709451823	DALE J COOK MOVING & STORAGE INC
07228333	2005/05/15	709177058	DARLINGTON TRUCKING, INC
09692267	2002/06/03	418064225	DAUFUSKIE ISLAND PROPERTIES, LLC
09692267	2002/06/03	418064655	DAUFUSKIE ISLAND PROPERTIES, LLC
06527122	2000/09/18	418044458	DAVE'S LAND & CATTLE CO.,INC.
04950994	2003/01/15	418069487	DEBORDIEU CLUB, INC.
06574413	2005/01/15	709119199	DEBORDIEU CLUB, INC.
09304156	2005/07/01	709315366	DESHIELDS GRADING INC; LANDMARK INC
09681306	2004/04/01	709026401	DIAMOND HILL PLYWOOD CO., INC.
09695782	2003/04/12	418076314	DILLARD-LEWIS, INC. DBA HIGHLAND EXPRESS SHUTTLE A
06928753	2005/01/01	709155578	DIO ENTERPRISES DBA DOMINO'S PIZZA
02782699	2005/07/21	709342609	DIRECT CARPETS INC
07681469	2004/03/16	709063427	DONNIE CRAVEN,INC. DBA DON'S COLLISION CENTER
09693000	2002/08/01	418061707	DORCHESTER DIRT COMPANY, INC.
08449648	2007/11/09	709600849	DUWAYNE FIELDS
03474565	1999/07/01	418037656	DYNCORP
01766260	2007/02/09	709584587	EAGLE INTERIORS, INC.
06520118	2000/05/06	418045984	EASY WAY INSULATION CO INC
09689322	2006/05/06	709489018	EASY WAY INSULATION INC.
05364714	2002/09/25	418066993	EDISTO ENTERPRISES INC
04318540	2004/06/02	709225894	EDWARD HIRSCH
06972217	2008/11/08	709826082	EMES LLC
06931835	2004/12/05	709223621	ENVIRONMENTAL MANAGEMENT SERVICES,INC.
07693507	2004/08/01	418077994	EPTING DISTRIBUTORS
06715706	2007/12/23	709697133	ERLER & BOURQUE INC. DBA NAPA AUTO PARTS
06715706	2007/12/23	709699366	ERLER & BOURQUE INC. DBA NAPA AUTO PARTS
06996474	2001/07/01	418049369	ESTILL GAS COMPANY, INC.
06554726	2001/02/13	418045377	EUGENE H. SMITH (DBA) MR. G'S FOOD STORES
07762747	2004/10/08	709124355	EXPEDITING SERVICES INC
01765835	2007/01/21	709469027	EXPEDITORS OF SOUTH CAROLINA INC
01025690	1999/12/26	418041418	FABTECH,INC. & LAURENTIDE,INC
09690775	2002/01/27	418059052	FERMPRO MANUFACTURING LP

01023917	1999/08/31	418039789	FOLIAGE DESIGN SYSTEMS INC
07084375	2001/01/01	418051457	FORD, BACON & DAVIS, L.L.C.
8962064	2006/05/24	709405798	G R MASONRY, INC.
04946024	2003/01/01	418062713	GALLOWAY-BELL INC
06528765	2000/10/28	418052281	GARNERS NATURAL MARKET & CAFE
02790179	2005/08/29	709222405	GARY W GIBSON
06520117	2000/05/01	418045932	GENERAL ENGINEERING LABORATORIES,INC.
06255687	2002/01/19	418070643	GENTRY'S POULTRY CO INC
04946842	2003/01/19	418064463	GENTRY'S POULTRY CO INC
04944590	2002/11/03	418062363	GIBSON TIRE SERVICE, INC.
07478680	2003/11/03	418072059	GIBSON TIRE SERVICE, INC.
04552386	2001/07/01	418058596	GUARDSMARK INC
01026085	2000/01/01	418037775	GULBRANDSEN MANUFACTURING INC.
01025835	2000/01/01	418038292	GULF NORTHERN TRANSPORT, INC.; U.S. TRUCKING CO, I
09684690	2005/02/04	709274693	GULFSTREAM EXPRESS, INC.
07241802	2002/06/15	418061361	H & J TRUCKING, INC.
05402778	2004/06/15	709104984	H & J TRUCKING, INC.
05343736	2003/04/09	418071947	HALLS OF CROSS, INC.
06643449	2005/02/23	709249525	HALLS OF GA/HALLS OF CROSS, INC
02908154	2002/07/31	418064316	HALSEY CANNON, INC.
04551994	2002/05/04	418058075	HANCOCK FABRICS, INC.
4551994	2005/05/04	709268891	HANCOCK FABRICS, INC.
06835915	2007/01/21	709569943	HAVEN HOMES SOUTHEAST, INC.
08959571	2006/01/21	709341669	HAVEN HOMES SOUTHEAST, INC.
07826129	2003/09/04	418074269	HEADSTART, BEAUFORT JASPER EOC
07826129	2003/09/04	418074272	HEADSTART, BEAUFORT JASPER EOC
09689536	2006/06/01	709434488	HILLTOP LUMBER, INC.
09844028	2007/03/01	18300000400	HIRE QUEST, L.L.C.
06573617	2005/01/01	709302901	HOLDER ELECTRIC SUPPLY INC DBA GALLERY OF LIGHTING
07681920	2004/04/07	709127691	HOLOPACK INTERNATIONAL CORP.
03832416	2003/04/07	418066289	HOLOPACK INTERNATIONAL CORP.
09693996	2002/11/30	418060976	HUDDLE HOUSE, INC.
06933608	2005/02/04	709256694	INTERMARK MANAGEMENT CORP.
05311822	2007/02/04	709458437	INTERMARK MANAGEMENT CORPORATION
05363168	2002/08/13	418066208	INTERMEDICAL HOSPITAL OF SC
09694140	2002/12/18	418064317	INTERSOUTH PROPERTIES, INC.
02910777	2002/09/13	418063004	J CARLISLE SHIRER TRUCKING INC
03984532	2003/04/01	418064172	J.R.'S OF MYRTLE BEACH INC DBA JOHNNY ROCKETS AND
06641866	2005/04/01	709240729	J.R.'S OF MYRTLE BEACH INC DBA JOHNNY ROCKETS AND
03334874	2003/03/21	418072161	JAMES BASS DBA TRUCK SERVICE OF FLORENCE
01025140	1999/11/19	418041613	JAMES CARTER & ROY BOYD DBA CARTER & BOYD MASONRY

08945515	2006/05/27	709432735	JEFFERS HANDBELL SUPPLY INC.
07206555	2000/12/01	418048788	JENNMAR CORPORATION
05682878	2002/06/01	418061644	JONES BROTHERS TRANSPORT, INC.
04945115	2002/11/15	418060509	JR & SONS TRUCKING, INC.
06557461	2001/04/01	418059612	JURGENSEN AND COMPANY, INC.
05366309	2002/08/26	418059039	K & M FAMILY FOODS, INC.
01268939	2005/08/31	709362193	KB HOME
06856245	2007/07/06	709522394	KELLY OWENS CONSTRUCTION, LLC
01022094	1999/09/15	418039610	KEN BAKER DBA KEN BAKER'S BMW ORIGINALS KEN BAKER'
08967306	2006/06/01	709508476	KEVIN WHITAKER CHEVROLET, INC
06784152	2009/07/19	709820606	KINGSTOWNE, INC.
01256209	2000/06/10	418045313	KLEIN ENTERPRISES, INC.
06254154	2002/01/01	418056594	KREBER CONTRACTING, INC DBA GYPSUM CONTRACTING
06415940	2002/03/19	418060548	LANE'S PROFESSIONAL PEST ELIMINATION INC
06627042	2008/03/19	709625673	LANE'S PROFESSIONAL PEST ELIMINATION INC
07207004	2003/03/26	418071099	LARRY SMITH CONTRACTORS, INC.
07206312	2000/06/08	418046097	LEE ELECTRICAL CONSTRUCTION, INC
01251111	1999/09/24	418040083	LEE'S FABRICATION & WELDING, INC
09407442	2007/11/01	709616874	LIFE POINT, INC.
07687316	2004/06/13	709090789	LITTLE RIVER MEDICAL CENTER
08965377	2006/09/16	709510741	LOCKAMY SCRAP METAL, INC.
09691054	2002/03/01	418057403	LORRIE DEROCHE D/B/A STANLEY STEEMER
06815764	2005/09/12	709241023	LOWCOUNTRY CONTRACTORS SERVICES, INC
07693400	2004/07/14	709050805	M&M LOGISTICS
04315490	2004/04/12	418078276	MAG MANAGEMENT LLC
03715471	2004/01/01	418071131	MAIL CONTRACTORS OF AMERICA, INC.
01213093	2007/09/30	709557207	MAIL CONTRACTORS OF AMERICA, INC.
08743841	2006/04/19	709512983	MARGARET BIDDIX
02956250	2006/06/01	709562052	MARINE TERMINALS CORPORATION - EAST
05845615	2001/12/31	418057465	MARINE TERMINALS OF ARKANSAS, INC.
05845615	2001/12/31	418056319	MARINE TERMINALS OF ARKANSAS, INC.
08889578	2000/07/01	418046465	MASCOT HOMES INC
05362552	2002/08/29	418064280	MASTER LEE ENERGY SERVICES CORP.
09680623	2004/01/15	149141818	MAYO GLOBAL TRANSPORTATION, INC.
05314685	2008/01/15	709622525	MAYO GLOBAL TRANSPORTATION, INC.
06815523	2005/11/17	709366382	MAYO ROBBINS DBA TIME WASH
06641228	2005/03/22	709270604	MCGONIGALS FLAMINGO MOTEL INC DBA BEST WESTERN OCE
03441117	2003/12/06	709057599	MELVIN'S SOUTHERN BBQ & RIBS
08280667	2004/08/01	709040409	MINGO INDUSTRIES, INC
02409189	2007/06/16	709726534	MOSS CORPORATION
09304460	2005/07/01	709193946	MURPHY CONTRACTING INC

01252271	1999/10/09	418038958	MURRAY SIGN COMPANY, INC
01024328	1999/10/01	418040924	MURRAY WELDING & METAL FAB
09387767	2001/10/01	418054845	NATIONAL ERECTORS JEFF JONES DBA
05212185	2003/09/01	05900016202	NATIONAL SERVICE INDUSTRIES INC
05212185	2003/09/01	05900016796	NATIONAL SERVICE INDUSTRIES INC
03322334	2002/09/01	05900015077	NATIONAL SERVICE INDUSTRIES, INC
06706429	2005/06/11	709210419	NCBC TRUCKING, INC.; NCBC BROKERAGE, INC
06706429	2005/06/11	709244370	NCBC TRUCKING, INC.; NCBC BROKERAGE, INC
03826002	2005/04/12	709158391	NEW BRIGGS HOLDINGS,INC.
07695731	2004/07/03	709139975	NEWBERRY FEED & FARM CENTER,INC.
06258564	2002/02/01	418060009	NICHOLS COMPANIES OF SC INC
06551306	2001/01/01	418048705	NICK'S CAR WASH, INC.
09873828	2009/10/30	709860234	OAKBROOK CHILD DEVELOPMENT CENTER & THE DISCOVERY
01024063	1999/09/20	418035850	ON TIME TRANSPORTATION.INC. & ON TIME TRUCKING,INC
06039606	1999/06/29	418036771	OUTLAW GRADING & PAVING INC
02906781	2002/07/11	418060659	P. B. HAIR TRUCKING, INC.
08938402	2006/02/28	709336498	PAINTING PLUS, INC.
02922772	2005/12/05	709385644	PALAS HOSPITALITY INC
01025211	1999/12/01	418033957	PALMETTO FREIGHT SYSTEMS, INC.
07826138	2003/09/06	418069592	PARCEL EXPRESS SERVICE OF SC, INC.
03179681	2002/06/30	2426227984	PARKER MANAGEMENT COMPANY, INC.
05366556	2002/09/01	418066328	PARK'S AUTO PARTS, INC.
06928565	2005/01/01	709148149	PARRY, INC.DBA WEDGY'S PIZZA ; EN PIZZA INC; MAULD
09695126	2003/03/01	418071501	PARTY CONCEPTS, INC.
01511168	2005/04/01	709238542	PAS ENTERPRISES INC DBA SHONEY'S
01761269	2007/01/06	709509924	PCS INC
08970146	2006/07/26	709544005	PEACE TEXTILE AMERICA, INC.
09683305	2004/09/30	709087662	PERFECT DELIVERY, INC.
09683305	2004/09/30	709190067	PERFECT DELIVERY, INC.
04945860	2002/12/05	418062210	PERFORMANCE COURIERS, INC
05313289	2007/06/01	709557302	PERSONNEL SOLUTIONS, INC.
06520896	2000/07/01	418047274	PHYAMERICA PHYSICIAN GROUP, INC
09694605	2003/01/01	418064195	PIEDMONT CHEMICAL INDUSTRIES, INC.
09688196	2006/01/01	709401269	PIEDMONT CHEMICAL INDUSTRIES, INC.
06928973	2005/03/01	709156847	PIGGIE PARK ENTERPRISES DBA MAURICE'S GOURMET
08949790	2006/05/01	709346753	PIPELINE SUPPLY COMPANY, INC.
06307966	2005/07/16	709214949	PLASTIC OMNIUM AUTO EXTERIOR, LLC
02703433	2007/12/31	709647317	PLASTIC OMNIUM AUTO EXTERIOR, LLC
06550775	2000/12/14	418044649	PRESBYTERIAN COLLEGE
08962950	2006/06/15	709402025	PRIORITY SERVICES LLC
08959489	2006/04/02	709388733	PRO TECH INC
01241756	2003/06/21	145273200-1	PRODUCERS PAYROLL, INC.

05678703	2002/04/15	418056975	R & R EQUIPMENT, INC.
02922927	2005/12/08	709324755	R N JOHNSON, INC
05311181	2006/12/11	709532495	RAY BROWN ENTERPRISES INC, QUALITY HAULERS AND PAL
06833695	2007/03/01	709534004	REGENCY HOSPICE OF GA, LLC; REGENCY HEALTHCARE GRO
06833695	2007/03/01	709594705	REGENCY HOSPICE OF GA, LLC; REGENCY HEALTHCARE GRO
06711063	2001/07/15	418050599	REGENCY HOSPITAL COMPANY, LLC
07680413	2004/02/01	709029481	REGENT CAROLINA CORP
09686485	2005/07/18	709301323	REGIONAL AMBULANCE SERVICES, INC.
06742012	2001/09/01	418051745	REGIONAL MANAGEMENT CORP; REGIONAL FINANCE CORP OF
06414634	2002/03/17	418059426	RELIANCE TRANSPORT INC
01885241	2006/01/12	709368905	RESTAURANT LIQUID SERVICES, LLC
06523542	2000/06/18	418038706	RICHARD MARKS RESTORATIONS
03421918	2006/04/04	709383153	RMAX, INC.
03283001	2004/04/04	709104094	RMAX, INC.
04951816	2003/02/03	418070077	ROBERT J. WISE
03474467	2004/06/30	05900016869	ROLLING GREEN VILLAGE
02910735	2002/09/12	418062037	ROYAL PALM PIZZA, LLC DBA DOMINO'S
01021044	1999/07/15	418037086	SAMMIE ROBINSON DBA ROBINSON MASONRY CONTRACTOR
01623080	2006/10/09	709500804	SAMUEL HARRISON
07680425	2004/03/31	418076441	SANDCASTLE SOUTH DBA CHEROKEE MOTEL, INC.
09681709	2004/05/06	709076497	SANDPIPER VILLAGE INC
01024585	1999/11/01	418040062	SANTE FE LOGISTICS,LLC.
07206439	2000/10/01	418048287	SAVINGS OIL COMPANY INC.
06521864	2000/08/30	418045026	SEA CONTAINERS AMERICA INC (A CORP)
01890295	2004/04/01	418077698	SERVICE TRANSPORT, INC.
01890295	2004/04/01	418075259	SERVICE TRANSPORT, INC.
06995264	2001/06/01	418053188	SHEPHERD-WILL, INC.
05842163	2000/01/01	418039924	SIGNUM, INC.
05842163	2000/01/01	418037398	SIGNUM, INC.
05842339	2001/01/01	418047795	SIGNUM, INC.
05845347	2001/07/31	418058470	SIGNUM, INC.
05845347	2001/07/31	418049644	SIGNUM, INC.
07486333	2004/01/30	418077339	SIMCO TRUCKING INC
07486333	2004/01/30	710085375	SIMCO TRUCKING INC
06716443	2007/12/11	709715295	SMITH TRUCKING CO INC
06993306	2001/04/19	418053682	SMITH TRUCKING CO. INC.
08957646	2006/03/14	709345066	SMITTY'S TRUCKING INC
06552653	2001/01/01	418046258	SOUTH CAROLINA TEES, INC.
03179746	2002/06/30	2426228757	SOUTHEAST RESTAURANTS CORP.
08946839	2006/05/22	709437599	SOUTHEASTERN PROTECTIVE SERVICES INC
02956315	2006/06/05	709388755	SOUTHEASTERN UNDERWATER SERVICES, INC.

09690881	2002/02/02	418058804	SOUTHEND MANAGEMENT, LLC. DBA SOUTHEND BREWERY & S
03421588	2006/03/01	709431434	SOUTHERN FASTENING SYSTEMS, LLC
07255929	2003/05/31	418071396	SOUTHERN STEAKS, INC.
01241627	2003/04/01	67100281335	SPARTAN STAFFING INC
02854681	1999/11/30	418035886	SPIRIT AIRLINES, INC.
02854729	2001/11/30	418056906	SPIRIT AIRLINES, INC.
00341868	2002/11/30	418069728	SPIRIT AIRLINES, INC.
00341868	2002/11/30	418064319	SPIRIT AIRLINES, INC.
06251357	2001/12/15	418055480	SRA TRACK, INC.
06521755	2000/08/01	418047339	STANDARD CORPORATION
07478861	2003/10/01	418074549	STAR REDI MIX, INC.
09689143	2006/04/18	709468968	STARWOOD CAPITAL GROUP, LLC
09689143	2006/04/18	709322958	STARWOOD CAPITAL GROUP, LLC
07208211	2006/10/31	709410566	STEIN STEEL MILL SERVICES, INC.
06528964	2000/11/02	418043389	STEVEN JEFFCOAT
01020894	1999/07/08	418036674	STEWART TRANSPORTATION SERVICES INC
01029346	2000/02/04	418040510	STOLL FIREPLACE EQUIPMENT, INC.
07484476	2004/01/01	418072893	SUNBELT HUMAN ADVANCEMENT RESOURCES, INC.
05311049	2006/11/24	709538579	SUNLAND STAFFING, INC.
05313065	2007/11/24	709634046	SUNLAND STAFFING, INC.
01845316	2005/09/01	709271166	SUNSET PACIFIC TRANSPORTATION INC.
06836571	2007/02/01	709589677	SUPERIOR DIESEL INC
06701630	2005/05/16	709156319	SURFACE SYSTEMS CORPORATION
03592689	2003/12/31	418074146	SYMRISE, INC.
09307656	2005/10/12	709335919	T P TRUCKING INC
05209198	2003/05/07	418065996	T&S CONSTRUCTION & HAULING, INC.
08930377	2005/12/02	709303862	T. M. E. INC.
07207433	2003/03/01	418064223	THE CCW GROUP, INC. - CSI SERVICES, INC.
03333015	2003/03/11	418068684	THE CLOCK RESTAURANT OF BOILING SPRINGS, INC
06703117	2005/06/01	709317625	THE COASTAL GROUP LLC
09692468	2002/06/30	418063791	THE DIXIE GROUP, INC.
06528749	2000/11/17	418051827	THE JUNCTION
08809240	1999/09/01	418035760	THE SPINX COMPANY, INC.
08809240	1999/09/01	418036296	THE SPINX COMPANY, INC.
08889727	2000/09/01	418044190	THE SPINX COMPANY, INC.
06833493	2007/03/15	709514734	THE WESTON GROUP INC; COMPREHAB WELLNESS, INC STOP
09697255	2003/08/01	418071072	THE WILLIAM POWELL CO., THE STARFLO CORPORATION
09681613	2004/04/30	709045541	THE WILSON GROUP, INC.
08951005	2006/01/15	709360296	THE YMCA OF ANDERSON INC
08969134	2006/10/22	709549104	THOMAS H TOWNE
07480852	2003/12/12	418075744	THOMPSON STONE & MARBLE CO. DBA FREDERICK BUILDERS

06742283	2001/09/22	418056020	THREE RIVERS BEHAVIORIAL CARE, LLC
02908048	2002/09/22	418061077	THREE RIVERS BEHAVIORIAL CARE, LLC
06640829	2005/03/30	709283099	THRIFT BROTHERS, INC.
06997387	2001/06/01	418054583	THRIFT DEVELOPMENT CORPORATION, TRI-COUNTY BUILDER
08943905	2006/06/01	709457135	THRIFT DEVELOPMENT CORPORATION, TRI-COUNTY BUILDER
07256078	2003/06/01	418066148	TNT OF YORK COUNTY INC
06553080	2001/01/17	418046943	TNT SERVICES INC
02313006	2005/04/30	709274217	TONYA M BURKETT
06748869	2001/09/25	418060185	TOWING OF THE CAROLINAS, INC.
02925375	2002/09/19	418062141	TOWN & COUNTRY FRAMING
01027167	2000/03/08	418038842	TRI STATE GLASS INC
07206465	2000/10/27	418048926	TRU-CHECK, INC.
07206465	2001/10/27	418053275	TRU-CHECK, INC.
07206465	2002/10/27	418062494	TRU-CHECK, INC.
07206465	2002/10/27	418065537	TRU-CHECK, INC.
07206772	2002/06/21	418058207	TTI SYNFUEL OPERATIONS, INC.
07206772	2004/06/21	709044752	TTI SYNFUEL OPERATIONS, INC.
18949301	2009/12/31	709889715	U.S. TRANSPORT CORPORATION DBA UST LOGISTICAL SYST
03591240	2001/04/01	418057053	UNICON AMERICA, INC.
03592049	2002/12/31	418075822	UNION SWITCH & SIGNAL
09697842	2003/10/28	418078201	UNIQUE EXPRESS, INC.
09697842	2003/10/28	418071961	UNIQUE EXPRESS, INC.
09697842	2003/10/28	418074839	UNIQUE EXPRESS, INC.
06525263	2000/08/01	418045751	UNITED FOREST PRODUCTS, INC.; CDW ASSOCIATES; SOUT
06611345	2007/04/01	2294994577	US LUMBER GROUP, INC.
07689989	2004/04/20	709220108	V&V EQUIPMENT, INC.
09692613	2002/06/30	418064272	VINTAGE RESOURCES, INC. DBA OSBORN ENTERPRISES
07083649	1999/12/31	418040755	VIRGINIA AMERICAN INDUSTRIES, INC.
03283683	2004/07/18	709051364	VOLCANO THERAPEUTICS, INC.
09681653	2004/04/30	709085569	WANDO TRUCKING INC
08962798	2006/06/14	709392309	WARREN AIR FREIGHT INC
09387383	2001/09/01	418053655	WASSERSTROM HOLDINGS, INC.
03715138	2003/01/01	418063455	WASTE INDUSTRIES, LLC.
02608326	2003/02/04	418065528	WATEREE COMMUNITY ACTIONS INC
02608326	2003/02/04	418062906	WATEREE COMMUNITY ACTIONS INC
07691299	2004/06/01	709045957	WEATHER GUARD, INC.
01871412	2008/09/01	709754042	WENTWORTH PROPERTY MANAGEMENT CORPORATION
09717058	2001/11/03	418058245	WESSIN TRANSPORT, INC.
09717112	2002/11/01	418066716	WESSIN TRANSPORT, INC.
06520211	2000/06/01	418040612	WESTECH
04523890	2006/09/01	709393125	WESTERN CAROLINA REGIONAL SEWER AUTHORITY

09722397	2007/09/01	709606399	WESTERN CAROLINA REGIONAL SEWER AUTHORITY
04523890	2006/09/01	709441369	WESTERN CAROLINA REGIONAL SEWER AUTHORITY
05312841	2007/10/19	709659746	WHITAKER CONTAINER SERVICES
06982756	2008/01/01	709610700	ZOOM TRANSPORT, INC.
09387119	2001/06/30	418057188	THE DIXIE GROUP, INC.
01608113	2007/06/01	YMG00081325	TENET HEALTHCARE CORPORATION
01608113	2007/06/01	YMG00096163	TENET HEALTHCARE CORPORATION
01608113	2007/06/01	YMG00089007	TENET HEALTHCARE CORPORATION