

**IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

FRANK C. BEMIS & ASSOCIATES d/b/a
BEMIS CHIROPRACTIC, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

AUTO-OWNERS CASUALTY AND SURETY
COMPANY and THE AUTO-OWNERS
INDEMNITY COMPANY,

Defendants.

No. 05-L-179

FILED

APR 03 2009

CLERK OF CIRCUIT COURT #75
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

FINAL JUDGMENT AND ORDER

This matter comes before the Court on a motion for final approval of the proposed Settlement, a hearing on the fairness of the proposed Settlement of this action, at which any objectors to the settlement could appear or having been heard, and the Court being fully advised in the premises, the Court hereby finds and orders that:

1. On December 22, 2008, this Court preliminarily approved the settlement reached between Plaintiff Frank C. Bemis & Associates d/b/a Bemis Chiropractic ("Plaintiff"), individually and as the Class representative, and Defendants Auto Owners Casualty and Surety Company and The Auto Owners Indemnity Company ("Auto Owners" or "Defendants"), embodied in a written settlement agreement (the "Agreement" or "Settlement Agreement").¹

2. Among other things, the Preliminary Approval Order preliminarily approved the proposed Settlement, provisionally certified the Class for purposes of settlement, approved a form of Class Notice (as specified in the Agreement), authorized the mailing of Class Notice, and found that such notice complies with the terms of the Agreement. (That Agreement and the Capitalized Terms of that Agreement are incorporated in this Final Judgment Order by reference.)

3. The Court scheduled a fairness hearing (the "Settlement Hearing") for April 3, 2009, and directed the parties to notify the Class Members of the Settlement Hearing as part of the Class Notice.

¹ Capitalized terms herein have the meaning provided in the Settlement Agreement.

4. The Court is informed and finds that actual notice was timely mailed to 17,400 Illinois medical providers in accordance with the Preliminary Approval Order and 735 ILCS 5/2-803.

5. On April 3, 2009 the Court held the Settlement Hearing to which Class Members, including any with objections, were invited. The Court received no objections or requests to present oral argument at the Settlement Hearing.

6. A total of three (3) potential Class Members requested exclusion from the Settlement Agreement and, having opted out, are not subject to this Order. The list of those persons is attached as Exhibit B to Exhibit A to Plaintiff's Motion for Final Approval of Class Action Settlement.

7. The Court finds that requirements for certification of a settlement class pursuant to 735 ILCS 5/2-801 and 5/2-802 are satisfied. The Court finds that: (a) the Class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the Class; (c) such common questions predominate over questions affecting only individual members; (d) the proposed representative will fairly and adequately protect the interests of the Class; and (e) a class action is an appropriate method to the fair and efficient adjudication of the controversy.

8. The Parties have fully complied with the Court's Preliminary Approval Order.

9. The Court finds that proper Notice has been given to the Class Members and such notice satisfies and comports with the requirements of 735 ILCS 5/2-803 and the requirements of due process and applicable law.

10. The Court finds that the Settlement Agreement is fair, reasonable and adequate, and was entered into and made in good faith.

Based on the foregoing findings, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

11. The Settlement Agreement is approved, and the parties are directed to consummate such Agreement in accordance with its terms.

12. All Class Members who have not opted out are bound by this Final Judgment and Order and are bound by the terms of the Settlement Agreement, including but not limited to its Release provisions.

13. The provisionally certified settlement Class is now finally certified. For settlement purposes only, the Class is hereby defined as all licensed healthcare providers in Illinois whose reimbursement for medical services relating to the treatment of an Illinois workers compensation claimant was reduced by or on behalf of Auto Owners Insurance Company pursuant to a PPO discount since February 15, 1995 through December 22, 2008 (the "Settlement Class Members"). Notwithstanding the above, the Settlement Class Members shall

exclude those persons who have timely opted out of the Class and referenced in paragraph 6 above.

14. Plaintiff and each Settlement Class Member (as defined above and in the Settlement Agreement) hereby release Auto Owners and each and every Released Party from all Released Claims as defined in the Settlement Agreement.

15. The Court approves the incentive payment to Plaintiff and hereby awards payment in the amount of \$5,000.00 to be paid by Auto Owners, in accordance with and subject to the terms and limitations of the Settlement Agreement, to Plaintiff.

16. The Court approves the fee petition of Plaintiff's counsel and hereby awards attorneys' fees and expenses in the amount of \$731,760.00 to be paid by Auto Owners, in accordance with and subject the terms and limitations of the Settlement Agreement, to Class Counsel.

17. No costs shall be taxed against any Party.

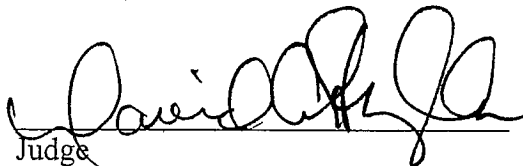
18. The Court dismisses the claims of Plaintiff and the Class against Defendants and the Released Parties with prejudice and without costs (other than what has been provided for in the Settlement Agreement). This Action is hereby dismissed on the merits with prejudice.

19. Plaintiff and all Settlement Class Members are permanently enjoined and barred from commencing or prosecuting any action asserting any of the Released Claims against Auto Owners or against any Released Party, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Any person or entity who knowingly violates such injunction shall pay the costs and attorneys' fees incurred by Defendants or other Released Parties as a result of the violation.

20. The Court shall retain continuing jurisdiction over this action, the Parties, and all Class Members to determine all matters relating in any way to the Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including but not limited to their administration, implementation, interpretation, or enforcement.

DATED: April 3rd 2009

SO ORDERED:


Judge