

IN THE CIRCUIT COURT FOR
THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

DALE FISCHER, D.C. d/b/a LEBANON
CHIROPRACTIC, individually and on behalf
of others similarly situated,

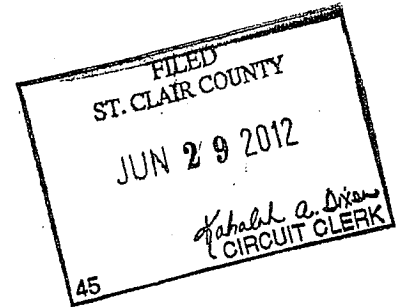
Plaintiff,

v.

GENERAL CASUALTY COMPANY OF
WISCONSIN and GENERAL CASUALTY
INSURANCE COMPANY OF ILLINOIS,

Defendants.

Case No. 05-L-113



PRELIMINARY APPROVAL ORDER

This matter comes before the Court on the Amended Motion for Preliminary Approval of Class Action Settlement between Plaintiff Dale Fischer, D.C., d/b/a Lebanon Chiropractic, and General Casualty Company of Wisconsin and General Casualty Insurance Company of Illinois ("Defendants"). The Court, being fully advised in the premises, hereby finds and orders:

1. The settlement set forth in the Settlement Agreement filed with the Court (the "Settlement") has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate, proper and in the best interests of the class. Because the Court finds that the Settlement is within the range of fairness and reasonableness, it is preliminarily approved.

2. The class at issue in the Settlement Agreement (the "Class") was certified by this Court on November 13, 2007:

All licensed healthcare providers in Illinois, South Dakota, and Wisconsin who: (a) submitted a bill to General Casualty Company of Illinois and/or General Casualty Company of Wisconsin between February 16, 1995 and November 13, 2007 for medical services covered by a workers' compensation policy; and (b) received or were tendered payment in an amount less than the submitted bill based on a PPO discount.

3. Plaintiff Dale Fischer is designated as the representative of the Class.

4. SL Chapman LLC is appointed class counsel ("Class Counsel").

5. A hearing (the "Fairness Hearing") is set for September 18, 2012 at 11:00 a.m. p.m. to decide, among other things: (a) whether the Settlement should be finally

approved as fair, reasonable and adequate; (b) whether this case ("Lawsuit") should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (c) whether Class members should be bound by the release set forth in the Settlement Agreement; (d) whether Class members should be subject to a permanent injunction that, among other things, enjoins and bars Class members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Lawsuit and/or the Released Claims (as defined in the Settlement Agreement); and (e) whether the application of Class Counsel for an award of attorneys' fees and expenses should be approved. The Fairness Hearing may be adjourned by the Court from time to time without further notice to the Class.

6. Having considered, among other factors, (i) the cost of giving notice by various methods, (ii) the interests of each Class member, (iii) the likelihood that Class members' current address can be obtained, and (iv) the likelihood that each Class member will receive actual notice, the Court expressly finds that notice given in the form and manner provided in the Settlement Agreement will provide the best notice practicable under the circumstances. The Court finds that the content and manner of the class notice: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Class members of the pendency of the Lawsuit and their right to object to or exclude themselves from the Settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of any law, the Due Process Clause of the United States Constitution, and 735 ILCS § 5/2-803. The Court further finds that the proposed manner and form of the class notice reasonably advises potential members of the Class of the following: (a) the nature of the Lawsuit and settlement relief, and that the relief is limited to that provided by the Settlement Agreement and is contingent on the Court's final approval thereof; (b) that the Court will exclude a member from the Class if requested by a specified date; (c) that the judgment incorporating the Settlement will include and bind all Class members who do not request exclusion by the specified date; and (d) that any Class member who does not request exclusion may, if he, she or it desires, object and enter an appearance through his, her or its counsel. In sum, the Court finds that the class notice and method of mailing to Class members provided in the Settlement Agreement is readily understandable, reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and meets all the requirements of due process. As soon as practicable after the date of this Preliminary Approval Order, Defendants shall disseminate the class notice in accordance with the Settlement Agreement. The parties may make minor changes to the sample class notice either by agreement or with further Court approval.

7. The Court approves the proposed Request Form, attached as Exhibit B to the Settlement Agreement, along with the length of the time period for submitting Request Forms.

8. Class members shall have until August 17, 2012 to object to the Settlement. Any Class member who wishes to object to the fairness, reasonableness or adequacy of the Settlement or to Class Counsel's request for attorneys' fees and expenses may make a written objection, in compliance with the Settlement Agreement, which must be served on Class Counsel and Defendants' counsel at the addresses listed in the Class Notice and have been file-stamped by the Court no later than the date specified in this paragraph. Written objections must include: (i) the objector's name, address and telephone number; (ii) the name of the case and the case

number, (iii) a statement of each objection; and (iv) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). If the objection is presented through an attorney, the written objection must also include: (i) the identity and number of other Class members represented by objector's counsel; (ii) the number of such represented Class members who have remained in the settlement and have not objected; (iii) the date the objector's counsel assumed representation for the objector, and (iv) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. Objecting Class members who intend to testify in support of their objection either in person or by affidavit must also make themselves available for deposition by Class Counsel or Defendants' counsel in their county of residence, between the time the objection is filed and fourteen (14) days before the Fairness Hearing. Any Class member who files and serves a written objection, as described above in this paragraph, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement or Class Counsel's request for attorneys' fees and expenses. Class members or their attorneys intending to make an appearance at the Fairness Hearing must deliver a Notice of Intention to Appear to Class Counsel and Defendants' counsel, and have the Notice file-marked by the Court, no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to Appear must: (i) state how much time the Class member and/or their attorney anticipates needing to present the objection; (ii) identify, by name, address, telephone number and detailed summary of testimony, any witnesses the Class member and/or their attorney intends to present any testimony from; and (iii) identify all exhibits the Class member and/or their attorney intends to offer in support of the objection, and attach complete copies of all such exhibits. Any Class member who fails to object in the manner prescribed herein shall be deemed to have waived his, her or its objections and shall not be heard at the Fairness Hearing or have the right to appeal from approval of the Settlement.

9. In aid of the Court's jurisdiction to implement and enforce the proposed settlement, all Class members are preliminarily enjoined and barred (i) from filing, commencing, prosecuting, intervening in, or participating as class members in any lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Lawsuit and/or the Released Claims; and (ii) from filing, commencing or prosecuting any other lawsuit as a class action on behalf of Class members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Lawsuit and/or the Released Claims.

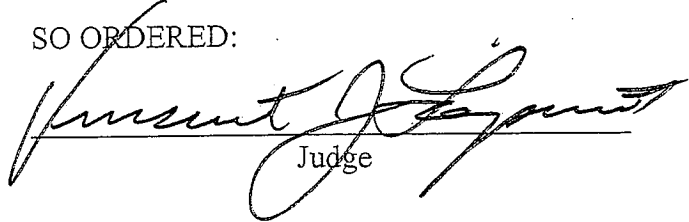
10. All papers in support of the Settlement, including responses to objections, shall be filed with the Court and served at least seven (7) days before the Fairness Hearing. Class Counsel shall file their petition for attorneys' fees and expenses at least seven (7) days prior to the final Fairness Hearing.

11. This Preliminary Approval Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if (a) the Settlement Agreement is not finally approved by the Court or does not become final pursuant to

its terms; or (b) the Settlement Agreement is terminated in accordance with its terms or does not become effective as required by its terms. In such event, the Settlement Agreement shall become null and void, shall be of no further force and effect, and shall be inadmissible into evidence for any purposes; and neither the Settlement Agreement nor this Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

SO ORDERED:

Date: 6/29/, 2012


Judge

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