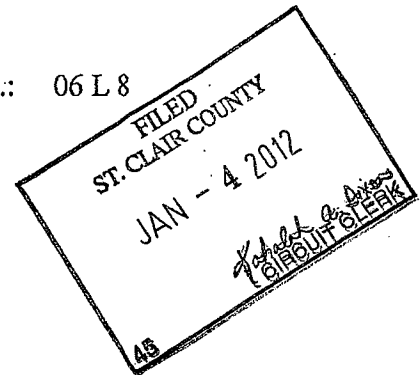


**IN THE CIRCUIT COURT FOR
THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS**

LEBANON CHIROPRACTIC CLINIC, P.C.,)
Individually and on behalf of other similarly)
situated,)
Plaintiff,)
v.)
MID-CENTURY INSURANCE COMPANY,)
FARMERS INSURANCE EXCHANGE,)
FARMERS GROUP, INC., ILLINOIS)
FARMERS INSURANCE COMPANY, AND)
ZURICH SERVICES CORPORATION,)
Defendants.)

No.: 06 L 8



FINAL APPROVAL ORDER

This matter comes before the Court on a Motion for Final Approval of the Settlement between Plaintiff Lebanon Chiropractic Clinic, P.C. and Defendants Mid-Century Insurance Company, Illinois Farmers Insurance Company, Farmers Insurance Exchange, Farmers Group, Inc. ("Farmers Defendants") and Zurich Services Corporation (collectively, "Defendants"), and for a hearing on the fairness of the settlement of this action, at which any objectors to the settlement or Settlement Agreement could appear. The Court, being duly advised in the premises, hereby finds and orders:

1. On September 1, 2011, this Court preliminarily approved the settlement reached between Plaintiff and Defendants as embodied in the Settlement Agreement. (The Settlement Agreement and the definitions for the capitalized terms in the Settlement Agreement are incorporated into this Final Approval Order by reference.)

2. Among other things, the Preliminary Approval Order, preliminarily approved the proposed settlement, provisionally certified a Settlement Class for the purposes of settlement, approved a form of notice to potential members of the Settlement Class (as specified in the Agreement), authorized the mailing of that notice, and found that such notice complied with the terms of the Settlement Agreement and Illinois law.

3. The Court is informed and finds that actual notice of the Settlement was timely mailed to 4,386 Illinois medical providers in accordance with the Preliminary Approval Order and 735 ILCS §5/2-803.

4. Pursuant to the Preliminary Approval Order, any Settlement Class Members that chose to opt out of the Settlement Class were to opt out by December 1, 2011. Additionally, Settlement Class members could file objections to the Settlement Agreement by December 1, 2011. No Settlement Class Members filed or served an opt out of or objections to the Settlement Agreement by December 1, 2011.

5. The Court scheduled a fairness hearing (the "Fairness Hearing") for January 4, 2012 and directed the parties to notify the Settlement Class Members of the Fairness Hearing as part of the notice.

6. On January 4, 2012, the Court held the Fairness Hearing to which Settlement Class Members, including any with objections, were invited. The Court received no objections to the Settlement Agreement or requests to present oral argument at the Fairness Hearing.

7. The parties have fully complied with the Court's Preliminary Approval Order.

8. The Court finds that proper notice has been given to potential members of the Settlement Class and such notice satisfies and comports with the requirements of 735 ILCS §5/2-803 and the requirements of due process and applicable law.

9. The Court has evaluated the fairness, reasonableness and adequacy of the Settlement Agreement by considering the pleadings and arguments of Class Counsel and Defendants' counsel and by evaluating the Settlement Agreement, including the provisions for claims and the payments of benefits to Settlement Class Members, on behalf of the absent Settlement Class Members, and as such, the Court noted that no argument was made against approval of the Settlement Agreement.

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

13. 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) they 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 interest of the Class; and (e) a class action is an appropriate method to the fair and efficient adjudication of this controversy.

14. The provisionally-certified Settlement Class is now certified for settlement purposes only. Subject to the terms and conditions of the Settlement Agreement, the following Settlement Class is hereby certified pursuant to 735 ILCS §5/2-801:

All licensed healthcare providers in the State of Illinois (1) who provided medical services to one or more insureds of the Farmers Defendants, (2) who by assignment or otherwise have rights to benefits under automobile insurance policies issued by the Farmers Defendants or have other claims against the Farmers Defendants, and (3) who, in the period 2001 through March 1, 2004, (a) submitted their medical bills as first-party claims to the Farmers Defendants pursuant to an automobile policy's medical payments/expenses ("medpay") provision that did not contain a PPO option, (b) received or were tendered partial payment but in an amount less than that set forth in the submitted medical bills, based on a CCN/First Health PPO reduction, and (c) were paid, and/or other medical providers of the insured and/or the insured were paid, by the Farmers Defendants a total, combined amount less than the medpay policy limit stated in the policy under which the medpay claim was submitted.

15. Plaintiff and each Settlement Class Member (as defined above and in the Settlement Agreement) hereby release Defendants and each and every Released Persons from all Released Claims as defined in the Settlement Agreement.

16. The Court approves the payments to Class Plaintiff, Bemis and Martis and hereby awards payment in the amount of \$10,000 to Class Plaintiff, in the amount of \$5,000 to Frank Ryan Bemis, in the amount of \$5,000 to Frank C. Bemis, and in the amount of \$10,000 to Martis, with said payments to be paid in the time, method and form set out in the Settlement Agreement.

17. The Court approves the Fee Petition of Class Counsel and hereby awards attorney's' fees and expenses in the amount of \$425,000 to Class Counsel with said fees and expenses to be paid in the time, method and form set out in the Settlement Agreement.

18. No costs shall be taxed to any party.

19. The Court dismisses the claims of Plaintiff and the certified Settlement Class against Defendants and the Released Persons 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.

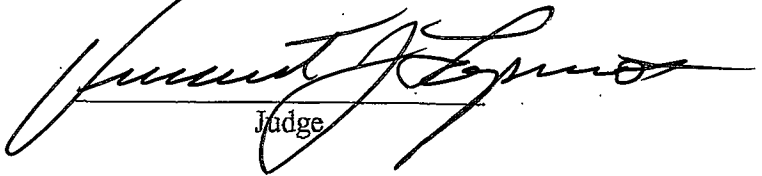
20. Plaintiff and all Settlements Class Members are permanently enjoined and barred (i) from filing, commencing, prosecuting, intervening in, or participating as class members in, any lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating 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 Settlement 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.

21. Nothing in this Final Approval Order or the Settlement Agreement shall be deemed or construed to be an admission or evidence of any breach of any contract, any violation of any statute or law, or any liability or wrongdoing by any of the Defendants or of the truth or merit, or lack of truth or merit, or any of the claims or allegations alleged by the Class Plaintiff in this lawsuit, by Bemis in the Bemis Action, or by Martis in the Martis Action.

22. Without in any way affecting the finality of this Final Approval Order, this Court shall retain continuing jurisdiction over this action, the parties and all Settlement Class Members to determine all matters relating in any way to the Final Approval Order, the Preliminary Approval Order or the Settlement Agreement, including but not limited to their administration, implementation, interpretation, or enforcement.

SO ORDERED:

Date: January 4, 2012



Judge

