

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation”) is made by and between the Named Plaintiff, Back Doctors Ltd. (“Back Doctors,” as defined below), on behalf of itself and on behalf of a putative class of all others similarly situated, and Defendant Allstate Insurance Company (“Defendant” or “Allstate,” as defined below), by and through their respective counsel.

RECITALS

WHEREAS, Back Doctors filed a purported Class Action Complaint, which is now pending in the Circuit Court of St. Clair County, Illinois (the “Court”), designated as Case No. 08-L-514 (the “Action”), which, through this Settlement, will be certified as a class action, for settlement purposes only, on behalf of the Settlement Class; and

WHEREAS, Back Doctors alleges it provided medical treatment to patients involved in motor vehicle accident(s) (the “Accidents”); and

WHEREAS, at the time of the Accidents, the patients Back Doctors treated were covered under automobile insurance policies issued by Allstate (the “Policy” or the “Policies”); and

WHEREAS, Back Doctors alleges that medical treatment provided or received as a result of the Accidents was only partially paid for under the Medical Payments (“Med Pay”) Coverage in the Policies; and

WHEREAS, the Action alleges, generally, that, in violation of Illinois state law, Allstate improperly failed to pay, in whole or in part, medical expense benefits under the Med Pay coverage afforded in the Policies in Illinois based on Allstate’s use of a computerized bill-review process as a tool to assist in the adjustment of claims for payment of such benefits; and

WHEREAS, Back Doctors' claims in the Action are for breach of contract and violation of the Illinois Consumer Fraud Act, and Back Doctors seeks to represent both allegedly similarly situated medical providers and also Allstate insured persons where medical bills have not, for the above reasons, been paid in full; and

WHEREAS, Allstate intended to vigorously contest each and every claim in the Action, denies all material allegations of the Action, as to which Allstate asserts it has numerous meritorious class and liability defenses, and further maintains that it has acted in accordance with all governing laws at all times; and

WHEREAS, Back Doctors, through Class Counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the proposed Settlement, considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation and the likelihood of success on the merits of the Action, and believes that, in consideration of all the circumstances, the proposed Settlement embodied in this Stipulation is fair, reasonable, adequate and in the best interests of the Potential Class Members; and

WHEREAS, Allstate, while denying wrongdoing of any kind whatsoever, and without admitting any liability, nevertheless agreed to enter into this Stipulation to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were asserted or could have been asserted in, or relate in any way whatsoever to, the Action.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Parties to this Stipulation, through their respective Counsel, that the Action be settled and compromised as between the Named Plaintiff, the Settlement Class, and Allstate, upon approval of the Court after hearing as provided for in this Stipulation, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. “Accident” means the incident in which an Insured/Claimant and/or a patient treated by a Medical Provider suffered injuries which resulted in a claim for Med Pay benefits under the Policies.
2. “Allstate” means Allstate Insurance Company, Encompass Insurance Company, and any of their past, present or future subsidiary, controlled, affiliated, related and/or parent corporations, business entities or divisions, and/or any other successors, assigns or legal representatives thereof doing business during the Class Period in the State of Illinois.
3. “Back Doctors” means Back Doctors Ltd., and its principal Kathleen Roche, D.C., and any of their past, present or future subsidiary, controlled, affiliated, related and/or parent corporations, business entities or divisions, and/or any other successors, assigns or legal representatives thereof doing business during the Class Period in the State of Illinois.
4. “Claim Adjudication” means the final resolution of a Claim pursuant to this Settlement.
5. “Claim Form” means the documentation, attached hereto as Group Exhibit A, that a Class Member must properly complete and submit to be eligible to receive a payment under the Settlement. There shall be one Insured/Claimant Claim Form and one Medical Provider Claim Form.
6. “Claims” means the requests for payment submitted by Class Members, pursuant to Claim Forms, to obtain benefits pursuant to this Settlement.
7. “Class” means the class of Persons to be certified pursuant to this Settlement.
8. “Class Administrator” means the third party administrator which shall be responsible for the mailings and other administrative tasks in connection with this Settlement.

Class Counsel has approved the use of Epiq Class Action & Claims Solutions, Inc. as Class Administrator. The Class Administrator shall be approved by the Court in the Preliminary Approval Order.

9. “Class Counsel” means Complex Litigation Group LLC and its attorneys; Becker, Paulson, Hoerner & Thompson, P.C. and its attorneys; and Pomerantz Grossman Hufford Dahlstrom & Gross LLP and its attorneys. The firm of Complex Litigation Group LLC is Lead Class Counsel.

10. “Class Member” means any Person who is included within the definition of the Settlement Class (and that person’s heirs, executors, administrators, successors, and assigns), and who does not validly and timely request exclusion from the Settlement Class, in accordance with the provisions of this Agreement and the Class Notice.

11. “Class Notice” means the notice of the preliminarily approved Settlement to be sent to Potential Class Members in the form attached as Exhibit B hereto.

12. “Class Period” means the period commencing January 1, 2003 and continuing through the date of preliminary approval of this Settlement.

13. "Class Representative" means Back Doctors, Ltd.

14. “Covered Injury” means any injury covered by the Med Pay coverage provided by any Policy;

15. “Covered Treatment” means any medical treatment, medical service, medication, prosthesis, durable medical equipment and/or rehabilitation covered by the Med Pay coverage provided by the Policies.

16. “Effective Date” means the date on which the Final Order is approved and all

appeal time has run or, if there is an appeal, the appeal has been resolved favorably to the continuation of the Settlement and the time for further review has expired.

17. “Final Order” means the order entered by the Court finally approving this Settlement, which is substantially in the form attached hereto as Exhibit C, without material alteration.

18. “Final Settlement Hearing” means the hearing at or after which the Final Order approving the Settlement in this matter is granted.

19. "Insured/Claimant" means a Person who is an insured under a Policy and whose claim for Med Pay coverage under a Policy was allegedly improperly reduced by Allstate based on a UCR Reduction.

20. “Medical Payments” benefits means all benefits to insureds under the Med Pay coverage for medical treatment, medical service, medication, prosthesis, durable medical equipment and/or rehabilitation under any Policy issued by Allstate.

21. “Medical Provider” means any hospital, clinic, pharmacy, physician, physician’s assistant, chiropractor, nurse, nurse practitioner, acupuncturist, health or wellness care provider, emergency medical technician, and/or any other Person who claims or claimed a right to payment under any Policy for providing medical treatment, medical services, medication, prosthesis, durable medical equipment and/or rehabilitation for an injury covered by the applicable Med Pay coverage provided by any Policy.

22. “Named Plaintiff” means Back Doctors Ltd.

23. “Neutral Evaluator” means the neutral third party, mutually acceptable to Class Counsel and Allstate and appointed by the Court, who will be the binding arbiter or arbiters of

any disputes -- either as to the amounts due, if any, to a Class Member who submits a Valid Claim Form under the terms of this Stipulation or as to disputes between a Medical Provider and an Insured/Claimant or between two or more Medical Providers as to payment on the same claim or bill.

24. "Parties" means Allstate and the Named Plaintiff, as defined herein.

25. "Person" means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

26. "Policy Limit(s)" means the amount stated in a Policy as the maximum total amount that Allstate will pay for medical expenses covered by the Med Pay coverage provided by that Policy.

27. "Potential Class Members" means all Persons who would qualify as part of the Settlement Class, prior to the date by which exclusion from the Settlement Class must be requested.

28. "Preliminary Approval Order" means the order entered by the Court preliminarily approving this Settlement.

29. "Released Claims" means and includes any and all Unknown Claims, known claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, losses or damages (whether actual, consequential, treble, statutory and/or punitive or exemplary or other) for or arising out of the acts alleged or which are or could have been alleged by the Named Plaintiff or the Potential Class Members in this Action and which relate in any way whatsoever to the theories raised in the Action, or which were brought or could have been brought relating to the subject matter of the Action, including,

but not limited to, statutory and non-statutory attorneys' fees; unjust enrichment; breach of contract; breach of any covenant of good faith and/or fair dealing; premium overcharges; fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations of the Illinois Consumer Fraud and Deceptive Business Practices Act or any consumer protection act; unfair claims settlement practices; conversion; punitive damages; interest; injunctive relief; declaratory judgment; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress; and/or bad faith, relating in any way whatsoever to Allstate's review, handling, payment, adjustment or denial, in whole or in part, of claims for Medical Payments benefits, including, but not limited to, through the use of a computer database, including but not limited to the Ingenix database; and/or any claims which were brought or could have been brought in or relate in any way whatsoever to the Action, or which relate in any way whatsoever to the Accidents or the Policies, or the Accidents with respect to the Policies. "Released Claims" does not include personal injury claims other than to the extent such claims encompass a claim that Allstate paid less than the full amount billed for reasonable and necessary medical treatment based on medical bill review with the assistance of any computer program software or database, including but not limited to the Ingenix database. No other aspect of a personal injury claim is released by this Settlement.

30. "Released Persons" means Allstate, and any of its past, present or future officers, stockholders, directors, agents, employees and/or independent contractors and/or any heirs,

successors, assigns, or legal representatives thereof.

31. “Releases” means the releases of claims which will be given by Class Members in connection with this Settlement.

32. “Settlement Class” means the Class, to be certified for settlement purposes only, and consisting of:

Every Person who, at any time during the Class Period,

(1) (a) suffered a Covered Injury and received Covered Treatment for such injury; (b) sought payment for that Covered Treatment under the Med Pay coverage provided by a Policy issued in Illinois; (c) received from Allstate as payment for that Covered Treatment an amount that was less than the charge billed for that treatment because Allstate or one of its agents and/or employees determined, with the aid of a computerized bill-review system, that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment; and (d) the applicable Med Pay Policy Limits have not been exhausted; or

(2) (a) provided Covered Treatment for a Covered Injury; (b) sought payment for that Covered Treatment under the Med Pay coverage provided by a Policy issued in Illinois; (c) received from Allstate as payment for that Covered Treatment an amount that was less than the charge billed for that treatment because Allstate or one of its agents and/or employees determined, with the aid of a computerized bill-review system, that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment; and (d)

the applicable Med Pay Policy Limits have not been exhausted.

Provided, however, that the Settlement Class excludes all Class Counsel, all Released Persons, the Neutral Evaluator, and all directors and officers of Allstate.

33. “Stipulation,” “Agreement” or “Settlement” means this Stipulation of Settlement, including all exhibits hereto, and the resolution of the Action embodied thereby.

34. “UCR Reduction[s]” means the difference between the full billed amount of Class Members’ medical bills and the payments made by Allstate at less than the full amount of those bills based on a determination, with the aid of a computerized database, that the billed amounts are not usual, customary and/or reasonable.

35. “Unknown Claims” means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Stipulation and related to Medical Payments benefits as defined herein, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections.

36. “Valid Claim Form” means a Claim Form submitted pursuant to this Agreement and which meets the criteria for Claim Forms described in this Agreement.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

37. For purposes of this Settlement only, the Parties to this Agreement stipulate that the Court may enter an order, in the form attached hereto as Exhibit D, without material alteration, preliminarily certifying the Settlement Class, appointing the Named Plaintiff as Class Representative of the Settlement Class, and appointing the following counsel as Lead Class

Counsel for the Settlement Class:

Richard J. Burke
Jeffrey A. Leon
Jamie E. Weiss
Complex Litigation Group LLC
513 Central Avenue
Suite 300
Highland Park, Illinois 60035
(847) 433-4500

38. Preliminary certification of the Settlement Class and appointment of the Class Representative and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Stipulation is terminated pursuant to its terms, or a Final Order approving the Settlement and dismissal of the Action does not occur for any reason, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification.

III. APPOINTMENT OF NEUTRAL EVALUATOR

39. Upon application of the Parties to this Stipulation, and as part of the Final Order, the Court shall appoint the Neutral Evaluator. All decisions of the Neutral Evaluator shall be final and binding and not subject to any appeal. Neither Allstate, nor the Named Plaintiff, nor any of their Counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

IV. CLAIM FORM/REQUIRED SHOWING BY CLASS MEMBERS/METHOD OF PAYMENT

40. Each Class Member must submit a sworn Claim Form, which must be postmarked no later than 45 days after the Final Settlement Hearing. The Insured/Claimant Claim Form must, at a minimum, include the Class Member's name, address, Social Security Number, the

name of the Medical Provider whose bill the Insured/Claimant is claiming was reduced, the amount being claimed and any supporting documentation as to the claimed UCR Reduction(s), and the Medical Provider Claim Form must, at a minimum, include the Class Member's name, address and Tax Identification Number, the name of the Insured/Claimant for whose treatment the Medical Provider is claiming its bills were reduced, the amount being claimed and any supporting documentation as to the claimed UCR Reduction(s). Both Claim Forms must include an affirmation under penalty of perjury that the Class Member is owed the amount requested by the Settlement Class Member pursuant to the terms of this Agreement. Medical Providers must submit a separate Claim Form for each Insured/Claimant for whose treatment they are claiming their bills were reduced. Insureds/Claimants must submit a separate Claim Form for each Medical Provider's bill they are claiming was reduced.

41. Payment to Class Members shall be calculated as follows:

A. Class Members who submit a properly completed Claim Form shall receive 50% of the applicable UCR Reduction(s), subject to the provisions of Section VI, and fully subject to and not in excess of the applicable Policy Limit.

B. Disputes as to the amounts due, if any, to a Class Member or disputes between a Medical Provider and an Insured/Claimant or between two or more Medical Providers as to payment on the same claim or bill shall, if not amicably resolved, be submitted to the Neutral Evaluator, who will then determine, in binding fashion, the proper distribution subject to the provisions of Section VI below. In paying claims it shall be presumed that: (1) if a Medical Provider and an Insured/Claimant claim for the same UCR Reduction(s), the Medical Provider will be paid if that Medical Provider has an assignment and the Insured/Claimant has not paid

out of pocket -- otherwise, the Insured/Claimant will be paid; (2) if multiple Medical Providers claim for UCR Reductions based on the same Insured/Claimant and the amount available is limited by the policy limits, those Medical Providers will be paid pro rata.

C. Allstate shall be entitled, in good faith, to make a submission to refute, modify or supplement the Claim submitted by any Class Member. Such a challenge shall, unless amicably resolved, be submitted to the Neutral Evaluator for determination, in binding fashion, subject to the provisions of Section VI below.

42. The payments set forth above shall be the only payments to which any Class Member will be entitled pursuant to this Settlement.

V. NOTICE, COSTS OF NOTICE AND ADMINISTRATION OF SETTLEMENT

43. Notice of the pendency of the Action and of the Settlement shall be made only by direct mailing of the Class Notice. Allstate will also pay all costs due and owing to the Neutral Evaluator and any other person or entity involved in administering the Settlement and its benefits, except as otherwise provided herein.

44. The Class Notice shall be sent via first-class mail to the last known address of each Person Allstate has determined to be a Potential Class Member in this case. The mailing shall occur within 60 days of the Court's preliminary approval of the Settlement. The last known address shall be determined from information available in Allstate's files or the files available to it through its medical bill review vendor, as updated by the Class Administrator through the National Change of Address (NCOA) Database.

45. The Class Notice will, among other things, contain a toll free number which any Potential Class Member may call with questions, an address to which the Class Member can send

information requests and/or Claim Forms pursuant to this Agreement, and the names, address and telephone number of Class Counsel.

46. Allstate shall, except as set forth elsewhere herein, pay all costs associated with providing Notice of the pendency of the Action and of the Settlement embodied herein to the Potential Class Members in accordance with the terms of the Court's Preliminary Approval Order, which is anticipated to be in the form attached hereto as Exhibit D, without any material alteration.

47. The Class Notice shall be sent only to the Potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident or Covered Treatment.

VI. CLAIMS PROCEDURE

48. Potential Class Members will be deemed Class Members unless they request exclusion from the Settlement Class. Each Potential Class Member will be provided the opportunity to fill out and submit, to the address set forth in the Class Notice, by a date no later than 45 days after the Final Settlement Hearing, the applicable Claim Form referred to above, which will be appended to the Class Notice.

49. The Class Notice will set forth a return address, which will be a Post Office Box controlled by the Class Administrator, to which the Claim Forms may be sent. Allstate shall, within 150 days of the Effective Date, or within 150 days of receipt of a Valid Claim Form, whichever is later, pay those Claims to which Allstate does not object and/or issue a payment determination indicating an objection to full payment. If there is an objection by Allstate or a Class Member, in whole or in part, as to the payment determination as to any Claim, and that

objection is not amicably resolved, that objection shall be submitted to the Neutral Evaluator for final and binding determination.

50. Allstate and/or Class Members will have 30 days after receiving written notice of Allstate's payment decision to request a neutral evaluation. If an objection is not amicably resolved within 30 days of that request, then the Neutral Evaluator shall decide the dispute -- either as to the amount of payment or as to disputes between one or more Medical Providers or between a Medical Provider and an Insured/Claimant as to payment on the same bill or claim -- in final and binding fashion, within 30 days.

51. The binding determination made by the Neutral Evaluator shall be based solely upon the documentation previously submitted by or exchanged between the Class Member(s) and Allstate. The Neutral Evaluator may award a Class Member any amount between zero and the full amount of the Claim, subject to and in no event in excess of the applicable Policy Limit, based on the Claim Form(s) submitted, but Allstate may only be required to pay the total amount of a UCR Reduction for a particular line item on a particular bill once, regardless of the number of Class Members who make a claim as to that UCR Reduction.

52. If the challenged claim is submitted to a Neutral Evaluator, Allstate shall pay the Neutral Evaluator's fees, which shall be capped at \$200.00. The Neutral Evaluator shall, however, have discretion to shift the fee to the Class Member in the event of a finding of frivolousness as to that Class Member's challenge.

VII. SETTLEMENT CONSIDERATION

53. In exchange for the Releases and other consideration described herein, and the terms set forth in this Stipulation, Allstate hereby agrees to pay the amounts described in this

Stipulation, including (i) payments to Class Members, (ii) payment of attorneys' fees, costs, and expenses to Class Counsel; (iii) payment of a Class Representative fee to the Named Plaintiff; and (iv) payment of all administrative costs of this Settlement, except as otherwise set forth herein.

VIII. DECEASED CLASS MEMBERS

54. Claims may be submitted by a legally authorized representative of a deceased Class Member's estate. Before any funds will be distributed by Allstate, the Court shall approve the party submitting such a claim as the proper party to receive distribution of the funds. In addition, when necessary, estates deemed entitled to benefits under this Agreement shall be opened or reopened before such benefits will be paid.

IX. MINOR SETTLEMENT PROVISION

55. If any minor is a Class Member, court approval of the final distribution to that Class Member, pursuant to the applicable rules in Illinois, will be required.

X. INCAPACITATED CLASS MEMBERS

56. Claims may be submitted by a legally authorized guardian or representative of an incapacitated Class Member. Before any funds will be distributed by Allstate, the Court shall approve the party submitting such a claim as the proper party to receive the distribution of such funds.

XI. LIENS, SUBROGATION, REIMBURSEMENT

57. All Class Members receiving funds pursuant to this Settlement shall be responsible for the discharge of any subrogation or reimbursement claim or lien for any medical treatment of that Class Member arising out of the Accident which is the subject of the Class

Member's claim, including hospital liens, of any medical provider, plan, insurer, or governmental entity, including but not limited to, Medicare, CMS, or Medicaid, and any attorney liens. Any Class Member receiving funds pursuant to this Settlement agrees to indemnify and hold harmless the Released Persons from the Class Member's failure to satisfy such claim or lien pertinent to their medical care and treatment, and any attorney liens, in any ensuing impairment action brought against the Released Persons by any Person. No attorneys or medical liens shall be created by any of the Parties' efforts in attempting to effectuate the terms of this Settlement.

XII. COMMUNICATIONS WITH THE CLASS

58. The Class Notice shall list Class Counsel's address and telephone number. Other than as provided in this Stipulation, communications relating to the Action or this Settlement with Persons receiving Class Notices and Potential Class Members shall be handled through Class Counsel. Nothing in this Agreement, however, shall be construed to prevent Allstate, its employees, agents or representatives from communicating with Potential Class Members or Class Members in the normal course of Allstate's business operations.

XIII. FEES AND COSTS

59. Attorneys' fees and costs were not finally negotiated by Class Counsel and counsel for the Released Persons until after full agreement was reached as to the terms of this Settlement. After all other material terms were agreed upon, Allstate agreed not to contest a request by Class Counsel for a maximum award in an amount up to \$1,200,000 in fees and costs, and a Class Representative fee of up to \$5,000 for the Named Plaintiff, to be approved by the Court. Any attorneys' fees and costs and Class Representative fee awarded by the Court, but only up to the maximum set forth above, shall be paid within 30 days after the Effective Date by

Allstate to Lead Class Counsel who shall allocate the attorneys' fees among Class Counsel based on Lead Counsel's good faith discretion. Notwithstanding the foregoing, Allstate's obligations are complete when the attorneys' fee funds are tendered to Lead Class Counsel, and Allstate shall have no liability whatsoever for the manner in which Lead Class Counsel decides to distribute the attorneys' fee funds.

XIV. FINAL APPROVAL OF SETTLEMENT

60. Class Counsel will file a motion, subject to Allstate's review and approval, seeking the Final Order approving the Settlement at a Final Settlement Hearing to be held at a time, date, and location that will be stated in the Preliminary Approval Order, and listed in the Class Notice. Class Counsel shall request the Court to enter a Final Order, in the form attached hereto as Exhibit C, without material alteration, which provides for:

- A. Approving the Settlement without material alteration, and directing the Parties to the Stipulation and their Counsel to comply with and consummate the terms of the Settlement;
- B. Certifying the Settlement Class for settlement purposes only;
- C. Finding that Class Counsel and the Named Plaintiff have adequately represented the Settlement Class;
- D. Finding that the terms of this Settlement are fair, reasonable, and adequate to the Settlement Class;
- E. Providing that each member of the Settlement Class shall be bound by the provisions of this Settlement, including the Releases provided for herein;
- F. Finding that the Notice procedures provided above were the best

practicable notice under the circumstances and satisfy the requirements of the Illinois Rules of Civil Procedure, and the requirements of due process under the Illinois and United States Constitutions and any other applicable rules or laws;

G. Dismissing all claims in the Action as to Allstate on the merits and with prejudice, and entering final judgment thereon;

H. Permanently enjoining Class Members from bringing any new class action or individual action, or attempting to amend any existing action to assert any of the Released Claims against any of the Released Persons;

I. Approving the payment of the attorneys' fees and costs to Class Counsel and the Class Representative fee to the Named Plaintiff, as set forth above;

J. Appointing the Neutral Evaluator, and finding that neither Allstate, nor the Named Plaintiff, nor Class Counsel, nor Allstate's Counsel shall be liable as to any act, or failure to act, by the Neutral Evaluator;

K. Approving, or modifying in no material respect, the procedures set forth as to not sending a separate Class Notice to counsel who previously represented any Class Member with regard to any Accident or Covered Treatment, or otherwise, and finding that neither Allstate nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to this Stipulation to effectuate any of the terms of this Agreement

XV. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF STIPULATION

61. The Named Plaintiff, Class Members and Allstate consent to the entry of the Final

Order.

62. Allstate may, solely at its option, terminate this Agreement in the event that 5% of Potential Class Members file valid and timely requests for exclusion. If the Court disapproves this Stipulation or fails to rule, or if the Court enters the Final Order but it is reversed or vacated on appeal, this Stipulation shall be null and void and of no force and effect. If the Court modifies any provision of the Stipulation or proposed Final Order, or if either is modified on appeal or remanded to the Court for modification, Allstate shall have the option of terminating this Stipulation and withdrawing its consent to the entry of the Final Judgment, in which case this Stipulation shall be null and void and of no force and effect. Any award by the Court or any appellate court of attorneys' fees and costs, or Class Representative fee, to be paid by Allstate in excess of the maximum award agreed upon herein, shall not be executed upon in any fashion by Class Counsel and/or the Named Plaintiff, who agree in all events to receive from Allstate no more than the maximum amount of fees and/or costs agreed to herein.

63. Upon the preliminary approval of this Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action, and any other legal proceedings regarding the Released Claims, shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Settlement or to comply with or effectuate the terms of this Agreement.

64. In the event that any of the events or conditions described above are not met or do not occur, this entire Stipulation shall become null and void, except that the Parties to this Stipulation shall have the option to agree in writing to waive the event or condition and proceed with this Settlement, in which case the Effective Date shall be deemed to have occurred on the

date of said written agreement, or a date otherwise specified in said written agreement.

XVI. OBJECTIONS AND REQUESTS FOR EXCLUSION

65. Potential Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days before the date set for the Final Settlement Hearing, which shall be sent to Back Doctors v. Allstate Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838. Written requests for exclusion must be signed and include the Potential Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class.

66. Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Settlement. The written notice of intent to object must be: (a) filed with the Clerk of the Court not later than 30 days before the date set for the Final Settlement Hearing; and (b) sent by first-class mail, postmarked not later than 30 days before the date set for the Final Settlement Hearing, to Back Doctors v. Allstate Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838. Any Class Member who does not so request to object waives the right to do so in the future, and shall be forever barred from making any objection to the Settlement. Any notice of intent to object must contain: (a) a heading which refers to the Action; (b) a clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection and a list of each such objection they or their counsel have filed within the past five years; and (c) proof that the objector is in fact a Class Member, including the Class Member's name, address and phone number. The Class Member/objector must also consent to give a deposition within his or her home county within 14 days of filing the objection. If the Class Member is

represented by an attorney, he/she or it must comply with all applicable Illinois laws and rules for filing pleadings and documents in Illinois courts. A Class Member who files a written objection need not attend the Final Settlement Hearing. If a Class Member wishes to appear and orally present his/her/its objection at the Final Settlement Hearing, the Class Member must file a notice of intent to appear and object which contains the Class Member's name, address and phone number and, if the Class Member intends to appear by counsel, the counsel's name, address and phone number. Only those Class Members who file a notice of intention to appear and object and actually appear at the Final Settlement Hearing preserves his/her/its right to contest the approval of the Settlement at the Final Settlement Hearing and his/her/its right to appeal. The notice of intent to appear and object must also identify any witness to be called, a summary of any evidence to be submitted, and/or provide copies of any documents to be submitted at the Final Settlement Hearing.

XVII. REPRESENTATION OF OPT OUTS/CONFIDENTIALITY AGREEMENT

67. Class Counsel agree that any representation of any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Allstate over any of the Released Claims, would place Class Counsel in an untenable conflict of interest with the Settlement Class. Accordingly, Class Counsel agree not to represent any person in requesting exclusion from the Settlement Class. Additionally, Class Counsel agree not to represent any person who requests exclusion from the Settlement Class, or any other person, in any subsequent litigation that person may enter into with any of the Released Persons relating in any way to the Released Claims.

68. It is further agreed that after performance of all terms of the Stipulation is

completed, any and all documentation identified by Allstate as confidential (exclusive of documents filed with the Court), and provided by Allstate to the Named Plaintiff, Class Counsel, Class Counsel's experts, or anyone else employed by Class Counsel, and all copies thereof, shall be returned to Allstate or certified as destroyed within 60 days of the Effective Date as set forth herein. Class Counsel shall submit an affidavit to Allstate confirming that any such documentation has been returned or destroyed.

69. Also in furtherance of this confidentiality provision, Class Counsel and the Named Plaintiff agree not to make any statements to the media, or in any public forum, orally or in writing, about the Action or the Stipulation, other than statements which are fully consistent with the Stipulation and the Class Notice.

XVIII. DISMISSAL OF ACTION AND RELEASES

70. Upon the Court's final approval of this Stipulation and the Settlement, the Final Order shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Action, and the Releases by the Named Plaintiff and the Class Members of all Released Claims against all the Released Persons.

71. As of the Effective Date, by operation of the entry of the Final Order, each Class Member who does not file a valid request for exclusion shall be held to have fully released, waived, relinquished and discharged, to the fullest extent possible by law, all the Released Persons from all the Released Claims, except that Allstate will not be released from its obligations to carry out the terms of this Stipulation.

72. Notwithstanding the Court's entry of the Final Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement,

including entering such orders and injunctions to prevent any collateral litigation that may be filed by Class Members, if necessary.

XIX. DENIAL OF LIABILITY

73. Allstate intended to vigorously contest each and every claim in the Action.

Allstate maintains that it has acted in accordance with all governing laws at all times. Allstate has vigorously denied all the material allegations set forth in the Action. Allstate nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in the Stipulation. Allstate reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Allstate to conduct its business unhampered by the distractions of continued litigation.

74. As a result of the foregoing, Allstate enters into this Stipulation without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith or conducted thereunder, shall be construed as an admission or concession by Allstate or any of the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of Allstate or any of the Released Persons.

75. To the extent permitted by law, neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence or used as precedent in any pending or future civil, criminal, or

administrative action or proceeding, to establish any liability or admission by Allstate or any of the Released Persons, except in any proceedings brought to enforce the Agreement.

76. Neither this Stipulation, nor any pleading or other paper related in any way to this Stipulation, nor any act or communication in the course of negotiating, implementing or seeking approval of this Stipulation, shall be deemed an admission by Allstate or any of the Released Persons that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Allstate or any of the Released Persons from opposing or asserting any argument they may have with respect to certification of any class or subclass in any other proceeding.

XX. MISCELLANEOUS PROVISIONS

77. The Parties to this Stipulation and their undersigned counsel agree to undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the Settlement set forth herein, including taking all steps and efforts contemplated by this Stipulation, and any other steps and efforts which may become necessary by order of the Court or otherwise. The Parties to this Stipulation further agree to defend this Stipulation against objections made to the Settlement or the Final Order at the Final Settlement Hearing or in any appeal of the Final Order or in any collateral attack on the Stipulation or Final Order, or otherwise.

78. The undersigned Counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Stipulation on behalf of their respective clients.

79. Except as otherwise provided, this Stipulation contains the entire Agreement between the Parties to this Stipulation, and supersedes any prior agreements or understandings between them. All terms of this Stipulation are contractual and not mere recitals, and shall be

construed as if drafted by all Parties to this Stipulation. The terms of this Stipulation are and shall be binding upon each of the Parties to this Stipulation, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Class Member.

80. This Stipulation may be amended or modified only by a written instrument signed by Counsel for all Parties to this Stipulation. Amendments and modifications may be made without additional notice to the Class Members unless such notice is required by the Court.

81. This Stipulation shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Illinois.

82. The Parties and each Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of the Stipulation and its exhibits, but for no other purpose.

83. The exhibits to this Stipulation are an integral part of the Settlement and are hereby incorporated and made a part of this Stipulation.

84. To the extent permitted by law, this Stipulation may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Stipulation.

85. This Stipulation shall be deemed to have been executed upon the last date of execution by all the undersigned.

86. This Stipulation may be executed in counterparts, each of which shall constitute an original.

Dr. Kumar Kocce
Back Doctors Ltd.
By: Kumar Kocce
Its: President

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

Richard J. Burke
Jeffrey A. Leon
Jamie E. Weiss
Complex Litigation Group LLC
513 Central Avenue
Suite 300
Highland Park, Illinois 60035
(847) 433-4500

APPROVED AS TO FORM AND SUBSTANCE:

Dated: 12/4/13

Kevin T. Hoerner

Kevin T. Hoerner
Alvin C. Paulson
BECKER, PAULSON, HOERNER
& THOMPSON, P.C.
5111 West Main Street
Belleville, IL 62226

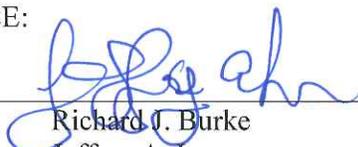
SIGNATURES CONTINUED ON FOLLOWING PAGE

86. This Stipulation may be executed in counterparts, each of which shall constitute an original.

Back Doctors Ltd.
By: _____
Its: _____

APPROVED AS TO FORM AND SUBSTANCE:

Dated: 11/22/13



Richard J. Burke
Jeffrey A. Leon
Jamie E. Weiss
Complex Litigation Group LLC
513 Central Avenue
Suite 300
Highland Park, Illinois 60035
(847) 433-4500

APPROVED AS TO FORM AND SUBSTANCE:

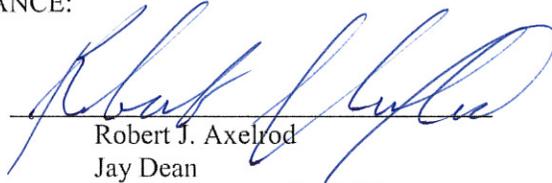
Dated: _____

Kevin T. Hoerner
Alvin C. Paulson
BECKER, PAULSON, HOERNER
& THOMPSON, P.C.
5111 West Main Street
Belleville, IL 62226

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AS TO FORM AND SUBSTANCE:

Dated: 12-3-13

A handwritten signature in blue ink, appearing to read "Robert J. Axelrod", written over a horizontal line.

Robert J. Axelrod
Jay Dean
POMERANTZ GROSSMAN HUFFORD
DAHLSTROM & GROSS, LLP
600 Third Avenue
New York, NY 10016

SIGNATURES CONTINUED ON FOLLOWING PAGE

dated 12-4-13

Patricia Cummings



BB

Allstate Insurance Company

By: *Barbara Norton*
Its: *Casualty claim Director*

APPROVED AS TO FORM AND SUBSTANCE:

Dated: *12/4/13*

SM

Steven M. Levy
Dentons US LLP
233 S. Wacker Drive, Suite 7800
Chicago, IL 60606
(312) 876-8000

dat

dat