

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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IN RE: INSURANCE BROKERAGE	:	Hon. Garrett E. Brown, Jr.
ANTITRUST LITIGATION	:	
	:	MDL No. 1663
	:	
<b>APPLIES TO ALL ACTIONS</b>	:	
_____	:	Civil Action No: 04-5184 (GEB)
	:	
IN RE: EMPLOYEE-BENEFIT INSURANCE	:	Civil Action No: 05-1079 (GEB)
BROKERAGE ANTITRUST LITIGATION	:	
	:	
<b>APPLIES TO ALL ACTIONS</b>	:	ELECTRONICALLY FILED
	:	
.....	X	

**COURT-ORDERED LEGAL NOTICE**

***IF, DURING THE PERIOD FROM AUGUST 26, 1994 THROUGH SEPTEMBER 1, 2005, INCLUSIVE (THE "SETTLEMENT CLASS PERIOD"), YOU***

**ENGAGED OR RETAINED MARSH & MCLENNAN COMPANIES, INC. OR ANY OF ITS AFFILIATES ("MARSH") TO PROVIDE INSURANCE BROKERAGE AND ANY INSURANCE-RELATED ADMINISTRATIVE, ADVISORY OR CLAIMS SERVICES WITH RESPECT TO THE PURCHASE OR RENEWAL OF INSURANCE OR REINSURANCE COVERAGE WHERE THE COVERAGE INCEPTED OR RENEWED DURING THE SETTLEMENT CLASS PERIOD;**

*and/or*

~~**ENGAGED THE SERVICES OF ANY OTHER BROKER (AS DEFINED BELOW) TO PROVIDE INSURANCE BROKERAGE AND ANY INSURANCE-RELATED ADMINISTRATIVE, ADVISORY OR CLAIMS SERVICES WITH RESPECT TO THE PURCHASE OR RENEWAL OF INSURANCE OR REINSURANCE COVERAGE WHERE THE COVERAGE INCEPTED OR RENEWED DURING THE SETTLEMENT CLASS PERIOD;**~~

***YOU COULD BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT PURSUANT TO WHICH YOU WOULD RECEIVE MONETARY RELIEF.***

***If you believe that you are eligible to participate in the class action settlement described in this Court-Ordered Legal Notice but did not receive in the mail a detailed Notice describing the settlement, please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com), where you can obtain the Notice, or contact the Court-approved Administrator as set out below to request a copy of the Notice.***

A settlement in the above-captioned action has been reached with Marsh (the “Marsh Settlement”) in a class action lawsuit (the “Class Action”) alleging, among other things, that Marsh engaged in an insurance brokerage scheme involving the receipt by it of undisclosed payments or kickbacks from insurance carriers, steering insurance policyholders to carriers paying the most in so-called “contingent commissions,” and rigging bids for insurance, all in violation of the law and to the detriment of insurance policyholders.

In addition to insurance policy purchases and renewals as to which Marsh provided insurance brokerage and related services, purchases and renewals of insurance through any Broker (as defined below, including its subsidiaries and affiliates) — even if such Broker is not named as a defendant in this Class Action — may also be covered by the Marsh Settlement if the policies were purchased or renewed within the Settlement Class Period.

The Marsh Settlement involves policy purchases made through the **Brokers**, which are the following companies:

ACO Brokerage Holdings, Inc.	Brown & Brown, Inc.
Acordia, Inc.	Brown & Brown Insurance Benefits, Inc.
Affinity Insurance Services, Inc.	CRC Insurance Services, Inc.
Aon Broker Services, Inc.	Frank F. Haack & Associates
Aon Consulting Inc.	Gallagher Benefit Services, Inc.
Aon Corporation	Gallagher Healthcare Insurance Services, Inc.
Aon Group, Inc.	
Aon Limited	Guy Carpenter & Company, Inc.
Aon Re, Inc.	Hilb, Rogal & Hobbs Company
Aon Re Worldwide, Inc.	Hub International Group Northeast, Inc.
Aon Risk Services Companies, Inc.	f/k/a Kaye Group, Inc.
Aon Risk Services, Inc. of Louisiana	Hub International Limited
Aon Risk Services, Inc. of Maryland	Hub International Midwest
Aon Risk Services, Inc. of Michigan	Hub International of California Insurance Services, Inc.
Aon Risk Services, Inc. of Texas	
Aon Risk Services Inc. U.S.	J&H Marsh & McLennan of Utah, Inc.
Aon Services Group, Inc.	Marsh & McLennan Companies, Inc.
Arthur J. Gallagher & Co.	Marsh & McLennan Incorporated
Arthur J. Gallagher Brokerage & Risk Management Services, LLC	Marsh Canada Limited
Arthur J. Gallagher Risk Management Services, Inc.	Marsh Inc.
BB&T Corporation	Marsh Global Broking Inc.
BB&T Insurance Services, Inc.	Marsh Global Broking, Inc. (Missouri)
Benefits Commerce	Marsh Global Broking, Inc. (New Jersey)
Branch Banking and Trust Company	Marsh Global Markets (Bermuda) Ltd.
	Marsh Global Placement, Inc.
	Marsh Ltd. (London)

Marsh Limited UK	Talbot Financial Corporation
Marsh Placement, Inc.	ULR Insurance Services, Inc.
Marsh Private Client Services	Universal Life Resources
Marsh Risk & Insurance Services, Inc.	USI Consulting Group
Marsh Risk Consulting	U.S.I. Holdings Corporation
Marsh USA Inc.	U.S.I. Holdings, Inc.
Marsh USA Inc. (Connecticut)	USI Insurance Services Corporation
Marsh USA Inc. (Michigan)	USI Insurance Services of Florida, Inc. (d/b/a USI Florida)
McGriff, Seibels & Williams, Inc.	USI Mid Atlantic
Mercer Human Resource Consulting, Inc.	USI Midwest
Mercer Human Resource Consulting LLC	USI Northeast
Mercer Human Resource Consulting of Texas, Inc.	Wells Fargo & Company
Mercer, Inc.	Willis Group Holdings Limited
O'Neill, Finnegan & Jordan Insurance Agency, Inc.	Willis Group Limited
Risk Placement Services, Inc.	Willis Group North America, Inc.
Seabury & Smith, Inc.	Willis North America, Inc.
Stewart Smith Group	Willis of Michigan, Inc.
Summit Global Partners of Florida, Inc.	Willis of New York, Inc.
	Willis Re Inc.

***If you are a Settlement Class Member and you do not wish to participate in the Marsh Settlement, you must request exclusion from the Settlement Class by no later than \_\_\_\_\_.***

If you think that you might be a Settlement Class Member, you can obtain more information — including a copy of the Notice which provides additional detail — by calling the Court-approved Administrator at 1-XXX-XXX-XXXX, by e-mailing the Administrator at \_\_\_\_\_ or by visiting [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

### **WHAT DOES THE MARSH SETTLEMENT PROVIDE?**

Approximately sixty-nine million dollars (\$69,000,000) (the “Settlement Fund Amount”) has been deposited in an interest-bearing escrow account. If the Court approves the Marsh Settlement and that approval becomes final, the Settlement Fund Amount will be distributed as follows:

- Sixty-two million dollars (\$62,000,000) (the “Class Fund”), together with any interest, but less administrative expenses associated with the settlement, expenses incurred to maintain the escrow account, and tax liabilities, if any (the “Class Fund Amount”) shall be distributed to Settlement Class Members consistent with the Plan of Allocation, with up to five million dollars (\$5,000,000) of that amount available for use by Marsh to resolve and settle the claims of state officials representing insurance policyholders who are potential Settlement Class Members. Approximately seven million dollars (\$7,000,000) — the \$69 million Settlement Fund Amount less the \$62 million Class Fund — will be available for

use by Marsh to resolve and settle the claims of plaintiffs in certain existing and pending actions relating to the same matters that are the subject of this Notice.

- If the Class Fund Amount exceeds one hundred percent (100%) of the total amount of eligible premiums Settlement Class Members report on their Claim Forms, such excess amount may also be used by the Marsh Defendants to resolve and settle the claims of state officials.
- No more than ten percent (10%) of the amount distributed to Settlement Class Members will go to Settlement Class Members who are not and were not policyholders that purchased insurance or reinsurance through Marsh.
- In the event that any portion of the Settlement Fund Amount has not been distributed five years after the Preliminary Approval Order entered by the Court in this Action (i.e., five years from \_\_\_\_\_), such amount shall be distributed to the Settlement Class.

Finally, as described below, Marsh must pay certain additional amounts — the amounts awarded to cover attorneys’ fees and expenses for Plaintiffs’ counsel (“Class Counsel”) and for counsel in the State Court Class Action described below (“State Court Class Counsel”) — in addition to the Settlement Amount described above. Thus, these amounts will not be paid out of the Settlement Fund Amount.

**WILL PARTICIPATION IN OTHER SETTLEMENTS AFFECT PARTICIPATION IN THE MARSH SETTLEMENT?**

In January 2005 Marsh entered into a Settlement Agreement with the Office of the Attorney General for the State of New York and the Superintendent of the New York State Department of Insurance (the “NYAG Settlement”), pursuant to which a settlement fund of \$850,000,000 was created for distribution to eligible policyholders (“Participating Policyholders”). In exchange for receiving distributions, the Participating Policyholders released Marsh from any further claims or liabilities relating to the matters that are the subject of this Class Action. Participating Policyholders who executed such releases are excluded from the Settlement Class in this Class Action and will not be entitled to receive any distributions from the Settlement Fund Amount.

**WILL YOUR PARTICIPATION IN THE MARSH SETTLEMENT AFFECT YOUR ABILITY TO OBTAIN RELIEF FROM OTHER BROKERS OR INSURERS?**

~~Participation in the Marsh Settlement will only affect your ability to obtain further relief from~~ Marsh and will not affect your ability to obtain relief from any insurer or any other broker in this or any other lawsuit or class action. If plaintiffs in this or any other class action reach a settlement with or if a judgment resulting in a damages award is entered against any of the brokers other than Marsh or against insurers in this or any other class action, you will be able to participate in that settlement or award (as long as you are within any class or settlement class the Court might certify in that case) even if you participate in the Marsh Settlement.

## **WHO IS PAYING THE ATTORNEYS' FEES AND EXPENSES THAT ARE BEING SOUGHT?**

Marsh negotiated with Class Counsel (the Co-Lead law firms of Whatley, Drake & Kallas, LLC and Cafferty Faucher LLP, along with other counsel in the Class Action) and with State Court Class Counsel (the law firm of Kirby McInerney LLP) the amount of attorneys' fees and expenses that Marsh will, subject to Court approval, pay to Class Counsel and State Court Class Counsel. Class Counsel will seek an award of attorneys' fees and expenses of no more than fourteen million five hundred thousand dollars (\$14,500,000) and State Court Class Counsel will seek an award of attorneys' fees and expenses of no more than four million five hundred thousand dollars (\$4,500,000). Marsh has agreed to pay such amounts and will not oppose these applications. Class Counsel and State Court Class Counsel have agreed not to oppose each other's applications. The awards of attorneys' fees and expenses to Class Counsel and State Court Class Counsel are subject to Court approval. Class Counsel intends to apply to the Court for permission to pay ten thousand dollars (\$10,000) to each of the class representative plaintiffs based upon the effort that the Plaintiffs have devoted to the lawsuit, to be paid from the amount awarded to Class Counsel. Marsh will pay attorneys' fees and expenses in addition to the other amounts it is required to pay under the Marsh Settlement Agreement. *You will not be responsible for any of Class Counsel's or State Class Counsel's fees or expenses, and none of those fees or expenses will be deducted from the Settlement Fund Amount.*

## **WHAT ARE THE LEGAL EFFECTS OF PARTICIPATING IN THE MARSH SETTLEMENT?**

If the Court approves the Marsh Settlement, Plaintiffs and Marsh will seek the entry of a Judgment and an Order Approving Settlement that, among other things, will:

- find that the Marsh Settlement is fair, reasonable and adequate;
- finally certify the class for settlement purposes;
- dismiss the Class Action with prejudice as to Marsh, meaning that no Settlement Class Member – including you (unless you timely exclude yourself) – will be able to bring or pursue another lawsuit or proceeding against any of the Releasees (as that term is defined in the Marsh Settlement Agreement, which term includes Marsh and any of its subsidiaries and affiliates) based upon the claims that have been raised or that could have been raised in the Class Action;
- incorporate the Release that is found in the Marsh Settlement Agreement as part of the Order Approving Settlement;
- permanently bar Settlement Class Members from filing or participating in or benefiting from any lawsuit or other legal action against any or all Releasees arising from or relating to any and all claims that have been raised or that could have been raised in this Class Action;
- enter a bar order that will:

- prevent any person or entity from commencing, pursuing or asserting any claim against any Releasee where the alleged injury to that person or entity is, is measured by, arises out of or relates to that person's or entity's alleged liability to the Settlement Class or a Settlement Class Member; and
- prevent any person or entity (including all Releasees) from commencing, prosecuting or asserting any claim against any person or entity where the Releasee's alleged injury is, is measured by, arises out of or relates to the Releasee's alleged liability to the Settlement Class or a Settlement Class Member;
- award attorneys' fees and expenses to Class Counsel and State Court Class Counsel; and
- retain jurisdiction over all matters relating to the administration, enforcement and interpretation of the settlement.

As noted, if the Court approves the Marsh Settlement, the Release that is found in the Marsh Settlement Agreement will be incorporated into the Court's Order Approving Settlement. The Release describes the claims that Settlement Class Members will give up. As discussed below, you can obtain a copy of the Release from the Court-approved Administrator or from the website of Class Counsel.

Court approval of the Marsh Settlement will also lead to the dismissal of the putative class action lawsuit commenced in New York State Supreme Court entitled *In re Marsh & McLennan Contingent Commission Litigation*, Index No. 603711/2004, which is based on allegations similar to those made in this Class Action.

### **HOW WILL SETTLEMENT PAYMENTS BE MADE?**

If you are a Settlement Class Member, you will have to fill out a claim form and submit it to the Administrator at \_\_\_\_\_. You can obtain the claim form by visiting the website of the Court-approved Administrator at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by calling 1-XXX-XXX-XXXX, Monday through Friday from 9:00 a.m. to 5:00 p.m. EDT, by writing to \_\_\_\_\_, or by sending an e-mail to \_\_\_\_\_.

### **WHAT OPTIONS ARE AVAILABLE TO SETTLEMENT CLASS MEMBERS?**

If you fall within the definition of Settlement Class Member, you may either (i) participate in the Marsh Settlement (and receive distributions from the Class Fund Amount if the Court approves the Marsh Settlement Agreement) or (ii) request exclusion from the Marsh Settlement.

If you want to participate in the Marsh Settlement, but you object to any term of the Marsh Settlement Agreement, you may submit an objection to the Court. All objections must be filed with the Court and served on Class Counsel and Marsh's counsel by no later than \_\_\_\_\_. The Notice provides details (at paragraph 23) about how to object.

If you want to exclude yourself from the Marsh Settlement, you must submit a written request to the Clerk of the Court (at the address that is in the Notice). Your request must be postmarked by

no later than \_\_\_\_\_. The Notice provides details (at paragraph 24) about how to exclude yourself.

**WILL THE COURT HOLD A HEARING REGARDING THE MARSH SETTLEMENT?**

The Court will hold a hearing in this case on \_\_\_\_\_, 2008 at \_\_\_\_\_ E\_T in Courtroom \_\_\_ in the United States District Court for the District of New Jersey, located at 402 East State Street, Trenton, New Jersey 08608, to consider whether to approve the Marsh Settlement, including, among other things, the Plan of Allocation, and whether to grant counsels' applications for attorneys' fees and expenses. If you file an objection, you may appear at this hearing and ask to be heard by the Court, but you do not need to do so. Your attorney must file a written notice of appearance to be able to speak at the hearing. If you do not hire an attorney but intend to make a presentation to the Court, you must file a notice of your intention to appear. The Notice provides details (at paragraph 25) about filing a notice of appearance or intention to appear and serving it on Class Counsel and Marsh's counsel by no later than \_\_\_\_\_.

The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you intend to attend the hearing, you should confirm the date and time with the Class Counsel identified below or the Court-approved Administrator prior to going to the Courthouse.

**HOW CAN A SETTLEMENT CLASS MEMBER GET ADDITIONAL INFORMATION?**

The Marsh Settlement Agreement sets out the details of the Marsh Settlement, including the terms of the Release by which Settlement Class Members will be bound if the Marsh Settlement is approved. A complete description of the Plan of Allocation and the Release is also attached to the Notice. Both the Marsh Settlement Agreement and the Notice (which includes the Release and the claim form) are available at the Court-approved Administrator's website, [www.\\_\\_\\_\\_.com](http://www.____.com), by calling 1-XXX-XXX-XXXX, Monday through Friday from 9:00 a.m. to 5:00 p.m. E\_T, by writing to [administrator's address], or by sending an e-mail to [administrator's e-mail address]. The Notice is also available at the following Class Counsel websites:

***[www.whatleydrake.com](http://www.whatleydrake.com)***

***[www.caffertyfaucher.com](http://www.caffertyfaucher.com)***

and Marsh's website, ***[www.marsh.com](http://www.marsh.com)***.

Additional information regarding this Class Action and the Marsh Settlement may also be obtained by contacting the following Class Counsel:

Edith M. Kallas, Esq.  
Whatley, Drake & Kallas, LLC  
1540 Broadway, 37th Floor  
New York, New York 10036  
Telephone: (212) 447-7070  
Facsimile: (212) 447-7077

*and*

Bryan L. Clobes, Esq.  
Cafferty Faucher LLP  
1717 Arch Street, Suite 3610  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 864-2800  
Facsimile: (215) 864-2810

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