

by agreeing to this Agreed Final Judgment and Stipulated Injunction. Nonetheless, to avoid the uncertainty and expense of protracted litigation, the Zurich Insurers agree to enter into this Agreed Final Judgment and Stipulated Injunction.

IT IS HEREBY ADJUDGED AND DECREED:

I. PARTIES

1. Zurich American Insurance Company is a New York company with its principal place of business at 1400 American Lane, Schaumburg, IL 60196. Zurich American Insurance Company and its insurance subsidiaries, including but not limited to, Steadfast Insurance Company, Fidelity & Deposit Company of Maryland, Empire Fire & Marine Insurance Company, American Guarantee & Liability Insurance Company, Empire Indemnity Insurance Company, and Assurance Company of America (collectively, the “Zurich Insurers”) are parties to this Judgment.

2. The Attorney General is the chief legal officer of the State of Texas. The Attorney General is authorized to bring this action for violations of state antitrust laws as well as state laws concerning fraud, misrepresentation or similar conduct.

II. JURISDICTION

3. The Court finds that it has subject matter jurisdiction and may exercise personal jurisdiction over the Zurich Insurers; *provided however*, that the Court’s exercise of jurisdiction over the Zurich Insurers shall not constitute a basis for nor give rise to personal jurisdiction over Zurich Financial Services. The Court finds that the Attorney General’s complaint states a claim upon which relief may be granted.

III. DEFINITIONS

4. As used in this Judgment:

a) ***AG Settlement Agreement means:*** the settlement agreement executed between and among the Zurich Insurers and the attorneys general of the States of California, Florida, Hawaii, Maryland, Oregon, Texas and West Virginia, and the Commonwealths of Massachusetts, Pennsylvania and Virginia, the Chief Financial Officer of the State of Florida and the Office of Insurance Regulation of the State of Florida pursuant to which the Zurich Insurers agreed to entry of this Judgment, which agreement is substantially in the form found in Exhibit A.

b) ***Base Compensation means:*** a retail or wholesale commission paid by a Zurich Insurer to a *Broker or Agent* in connection with the placement of a *Commercial Insurance Policy* that is a percentage of the premium that will be paid by the *Insured* on the *Commercial Insurance Policy*.

c) ***Broker or Agent means:*** an insurance producer as defined by Texas Insurance Code section 4001.003(1), licensed to do business as such in any state within the United States, that, collectively with its affiliates and any of their respective employees, receives any *Compensation* from a Zurich Insurer in connection with the placement of insurance for an *Insured* or represents the *Insured* with respect to that placement; *provided however*, that the term *Broker or Agent* shall not include an insurance producer that has been appointed a *Captive Agent* by a Zurich Insurer and that discloses to the *Insured* or a representative of the *Insured* that the insurance producer or its affiliate or their employees will receive *Compensation* from a Zurich Insurer in connection with that placement and/or for the provision of services to the *Insured* for the Zurich Insurer.

d) ***Captive Agent means:*** a representative of a Zurich Insurer who is obliged to submit specified business only to a Zurich Insurer or to give a Zurich Insurer first-refusal rights on the placement of a *Commercial Insurance Policy*.

e) **Commencement Date means:** for *Commercial Insurance Policies*, November 4, 2006.

f) **Commercial Insurance Policy means:** any contract, policy, agreement or binder of insurance sold to a commercial or business enterprise or a governmental entity; *provided however*, that *Commercial Insurance Policy* does not include insurance respecting a natural person's personal real property, personal automobile, life, disability or health coverage; *provided further* that *Commercial Insurance Policy* shall not include any contract, policy, agreement or binder of insurance that is or was effective on or before the *Commencement Date* unless such contract, policy, agreement or binder of insurance is renewed or extended for a period in excess of thirty (30) days after the *Commencement Date*.

g) **Compensation means:** anything of material value received by a *Broker or Agent* directly from a Zurich Insurer, including, but not limited to, monetary payments, *Base Compensation*, *Contingent Compensation*, brokerage fee, service fee, incentive, rebate, money, credit, loan, forgiveness of debt, forgiveness of principal or interest, vacation, prize, gift or the payment of employee salaries or expenses; *provided however*, that the term *Compensation* shall not include any *de minimis* fee or amount collected by or paid to the *Broker or Agent* that does not exceed the total established by the department of insurance in this State for such fees or amounts.

h) **Contingent Compensation means:** *Compensation* paid by a Zurich Insurer to a *Broker or Agent* that is contingent upon the *Broker or Agent*: a) placing a particular number of policies or dollar value of premium with the Zurich Insurers; b) achieving a particular level of growth in the number of policies placed or dollar value of premium with the Zurich Insurers; c) meeting a particular rate of retention or renewal of policies in force with the Zurich Insurers;

d) placing or keeping sufficient insurance business with the Zurich Insurers to achieve a particular loss ratio or any other measure of profitability; or e) obtaining anything else of material value for a Zurich Insurer.

i) **Disclosure means:** a *Disclosure Statement* delivered prior to the time at which the *Commercial Insurance Policy* is bound.

j) **Disclosure Statement means:** a written statement substantially in the form found in Exhibit B advising the *Insured* of the *Compensation* that may be paid to the *Broker or Agent* in connection with the placement of one or more *Commercial Insurance Policies*; provided that the Zurich Insurers shall notify and seek the approval of the Settling Attorneys General and the Settling Insurance Regulators prior to making any material change to Exhibit B. The *Disclosure Statement* shall include the following information:

i) If *Base Compensation* is paid in connection with the placement of the *Commercial Insurance Policy*: the maximum percentage of the premium that will be paid as *Base Compensation* for each *Commercial Insurance Policy* the *Broker or Agent* places with the Zurich Insurers;

ii) If *Contingent Compensation* may be paid to the *Broker or Agent* in connection with the placement of the *Commercial Insurance Policy*: (i) the maximum percentage of *Contingent Compensation* that could be paid to the *Broker or Agent*, (ii) the average percentage of *Contingent Compensation* paid by the Zurich Insurers in the immediately preceding calendar year and (iii) the factors the Zurich Insurers will consider in determining the percentage of *Contingent Compensation* (if any) to pay to the *Broker or Agent*;

iii) If any other *Compensation* may be paid to the *Broker or Agent* in connection with the placement of the *Commercial Insurance Policy*, how such *Compensation* will be determined;

iv) A website address where a *Website Disclosure* will be available to the *Insured*; and

v) Other contact information, including a toll-free telephone number, that the *Insured* can use to obtain additional information regarding *Compensation* to the *Broker or Agent*.

k) ***Disclosure Statement Commencement Date means:*** May 5, 2007.

l) ***Insured means:*** an individual or entity who purchased a *Commercial Insurance Policy* from a *Broker or Agent* (a) where the individual or entity was either domiciled in or resident in, or had any other significant contact with, the United States or (b) where the *Commercial Insurance Policy* was (i) entered into in the United States, (ii) subject to federal law or to the law of any of the states of the United States, or (iii) provided coverage for an insurable exposure in the United States.

m) ***Manner and Method means:***

1) when used with reference to *Base Compensation*, the range of *Base Compensation* the Zurich Insurers paid in the immediately preceding calendar year respecting the specific types of *Commercial Insurance Policies* to which the *Disclosure* applies, the average amount of *Base Compensation* paid for each such *Commercial Insurance Policy* in the immediately preceding calendar year and the factors considered in determining the *Base*

Compensation that will be paid for each such *Commercial Insurance Policy*;

- 2) when used with reference to *Contingent Compensation*, the range of *Contingent Commission* that may be paid pursuant to the *Contingent Compensation* agreement (if any) between the *Broker or Agent* and the Zurich Insurer, the average amount of *Contingent Compensation* paid pursuant to such agreement in the immediately preceding calendar year and the factors considered in determining the range of *Contingent Compensation* under such agreement (including whether the amount of *Contingent Compensation* is calculated with reference to (i) placing a particular number of policies or dollar value of premium with a Zurich Insurer, (ii) achieving a particular level of growth in the number of policies placed or dollar value of premium with a Zurich Insurer, (iii) meeting a particular rate of retention or renewal of policies in force with a Zurich Insurer, (iv) placing or keeping sufficient insurance business with a Zurich Insurer to achieve a particular loss ratio or any other measure of profitability, or (v) obtaining anything else of material value for a Zurich Insurer).

n) ***Settling Insurance Regulators means:*** Those state insurance regulators that have entered into a settlement agreement with the Zurich Insurers that contains substantially similar settlement terms as are set out in the AG Settlement Agreement.

o) **Term means:** The ten-year (10-year) time period during which the Court shall retain jurisdiction over enforcement of this Judgment, which time period shall begin on the date this Judgment is entered.

p) **Website Disclosure means:** publication on a Zurich Insurer's website of the *Manner and Method of Compensation* that may be paid for each kind of *Commercial Insurance Policy* offered by the Zurich Insurer.

q) **Zurich Financial Services means:** the corporate entity that is incorporated and headquartered in Switzerland, which entity is the ultimate parent of the Zurich Insurers.

IV. TERMS

A. Compliance Program

5. The Zurich Insurers shall implement a compliance program meeting the requirements of this Paragraph IV.A; *provided* that to the extent that the Zurich Insurers seek within the Term to modify any term of the legal compliance program that is set out below in any material respect, they shall provide the Attorney General with notice of their intention to make such modification no less than sixty (60) business days prior to implementing it.

6. Within thirty (30) business days following entry of this Judgment, the Zurich Insurers shall:

a) Create, to the extent not already created, a United States Compliance Office (the "Compliance Office") with responsibility for all compliance and regulatory control matters relating to this Judgment and which embraces the following principles:

i) A Chief Compliance Officer of North America (the "Compliance Officer"), who, with respect to the Zurich Insurers, currently has direct reporting responsibility to the Zurich Financial Services

Group Compliance Officer and to the Chief Executive Officer of Zurich North America Commercial; *provided however*, that the Compliance Officer shall not be retained, compensated, disciplined or dismissed by any person other than the Zurich Financial Services Group Compliance Officer with the concurrence of the Chief Executive Officer of any company with respect to which the Compliance Officer has compliance responsibility, who together shall also be solely responsible for approving a budget and resources for the Compliance Office.

- ii) The Compliance Office shall be funded and staffed in sufficient amounts to provide reasonable assurances that the Zurich Insurers will not engage in the acts, practices or courses of conduct that are the subject of this litigation.
- iii) The development or strengthening of a training program (including written or online training materials, resources and advisories) for all executive officers and employees that emphasizes the culture of compliance and a supervision and control environment designed to: (i) foster compliance with applicable laws and regulations; (ii) assist with the detection and prevention of criminal and inappropriate conduct; and, (iii) otherwise meet the requirements of the United States Sentencing Guidelines for compliance programs.

- iv) The enhancement or creation of a program pursuant to which the Compliance Officer reports findings and recommendations to the Chief Executive Officer of Zurich North America Commercial, with further reporting of material findings or recommendation that are not timely addressed to the Zurich Financial Services Group Compliance Officer or Group General Counsel, and through these individuals, to the Board of Directors of Zurich Financial Services as necessary.
- v) The enhancement or implementation and publication of a electronic/telephonic facility for recordation and archiving of reports (including those provided anonymously) by Zurich Insurer officials and employees of complaints respecting violations of laws, regulations, fiduciary duties, and/or the Zurich Insurers' policies, practices and procedures by any official or employee of a Zurich Insurer.
- vi) Consultation by the Compliance Officer with experienced compliance counsel to provide advice and assistance to the Compliance Officer in connection with the investigation, evaluation and prosecution of violations of laws, regulations and prescribed policies, practices and procedures applicable to the Zurich Insurers' operations.
- vii) The enhancement or development of a published disciplinary program to ensure that instances of misconduct are recorded and

disposed of according to a graduated scale of sanctions, including reprimand, reduction or suspension of bonus, reduction in base compensation, suspension or degradation of title and/or supervisory responsibility, and dismissal (with or without severance benefits).

- viii) Such special policies, practices, training and procedures as the Compliance Officer reasonably deems necessary and appropriate to provide effective supervision and oversight to the business conducted by the Zurich Insurers' excess casualty operations.
- ix) The enhancement or development of a records retention policy designed to ensure that electronic and hard copy documentation respecting quotations for Commercial Insurance Policies provided to prospective insureds, but not bound, are maintained until such time as, from time to time, an internal audit of such quotations is undertaken and completed.

7. The Compliance Office, with the assistance of experienced compliance counsel, shall, on a continuing basis, be responsible for the following:

- a) Furnishing a copy of this Agreed Final Judgment and Stipulated Injunction within thirty (30) business days of entry of same to each of the Zurich Insurers' officers and directors, and to each of the Zurich Insurers' employees (and their supervisors) who has authority to underwrite, quote, bid, write or contract Commercial Insurance Policies; *provided* that the Compliance Officer need not provide a copy of the Judgment to

employees whose functions are purely clerical or manual and do not include quoting, writing or selling Commercial Insurance Policies;

- b) Furnishing within thirty (30) business days a copy of this Judgment to any person who succeeds to a position described in **Paragraph IV.A.7.a**;
- c) Arranging for an annual briefing to each person described in **Paragraph IV.A.7.a** on the meaning and requirements of this Judgment and all laws covered by it;
- d) Obtaining from each of the Zurich Insurers' officers and directors certification that he or she: (i) has read and, to the best of his or her ability, understands and agrees to abide by the terms of this Judgment; (ii) does not have specific knowledge of any violation of the Judgment that has not been reported to the Compliance Officer; and (iii) understands that any person's knowing failure to comply with this Judgment may result in an enforcement action for contempt of court against such person for violation of this Judgment;
- e) Maintaining: (i) a record of certifications received pursuant to **Paragraph IV.A.7.d** (ii) a file of all documents related to any alleged violation of this Judgment and laws covered by this Judgment; and (iii) a record of all communications related to any such violation, which shall identify the date and place of the communication, the person(s) involved, the subject matter of the communication, and the results of any related investigation; and

- f) Reviewing the final draft of each speech made by any officer or director addressing the provision of bids respecting Commercial Insurance Policies in order to ensure its adherence with this Judgment.

8. The Compliance Program shall address at least the following topics:

- a) federal antitrust laws;
- b) state antitrust laws;
- c) state unfair insurance practice laws;
- d) state insurance laws and regulations;
- e) the fiduciary obligation of Brokers or Agents to clients; and
- f) the overall obligation of the Zurich Insurers' employees not to engage in conduct that is fraudulent or deceptive, or to aid others who are engaging or attempting to engage in fraudulent or deceptive conduct.

9. Within sixty (60) business days of entry of this Judgment, the Zurich Insurers shall present to the Attorney General a written report that it has implemented or is in the process of implementing a compliance program consistent with the terms set out in this Judgment for their review.

10. If the Compliance Officer learns of any violation of any of the terms and conditions contained in this Judgment, he or she shall take steps to ensure that the Zurich Insurers immediately take appropriate action to terminate or modify the activity so as to comply with this Judgment and the Zurich Insurers shall report any such violations and any related corrective action to the Attorney General no later than twenty (20) business days after determining that a violation in fact occurred.

11. If the Zurich Insurers believe the duties of specific employees are significantly specialized, they may offer specialized compliance programs for those employees.

12. The Attorney General may, at its expense and upon reasonable notice, attend and witness the presentation of any compliance presentations required by this Judgment.

13. The Attorney General may retain, at the Zurich Insurers' expense, an expert in the insurance industry to assist it in reviewing any aspect of the legal compliance program that the Zurich Insurers adopt pursuant to the terms of this Judgment.

B. Collusion and Market Manipulation Prohibited

14. The Zurich Insurers shall not directly or indirectly knowingly provide or offer any Broker or Agent placing, renewing, consulting on or servicing any Commercial Insurance Policy a false, fictitious, inflated, artificial, "B," alternative, back-up or throw away bid, quote or indication, or any other quote or indication that is not based upon bona fide business, actuarial or underwriting considerations when the quote or indication is given.

15. The Zurich Insurers shall not enter into, engage in, or solicit or otherwise seek to enter any agreement, not permitted by applicable law, with any Broker or Agent, or with any insurance company, reinsurance company, insurance exchange, or any person employed by, or an agent of, any such entity to allocate customers or markets, to rig bids or quotes, or to submit bids or quotes that would violate **Paragraph IV.B.14**.

16. The Zurich Insurers shall not directly or indirectly pay or accept a request to pay any Compensation to a Broker or Agent as a quid pro quo for the Broker's or Agent's inclusion of the Zurich Insurers on a list of insurance companies from which the Broker or Agent will solicit bids or quotes for clients, nor enter into any other type of "pay-to-play" arrangement.

17. The Zurich Insurers shall not engage in any agreement not permitted by applicable law, to fix or stabilize prices, rig bids, allocate customers or engage in any other conduct that constitutes a violation of the federal antitrust laws, state antitrust laws, unfair insurance practices laws or any other insurance laws or regulations.

C. Disclosure of Compensation

18. As of the Disclosure Statement Commencement Date, each of the Zurich Insurers shall require, in connection with the placement or renewal of a Commercial Insurance Policy issued by a Zurich Insurer, that each Broker or Agent has undertaken to provide each Insured with Disclosure.

19. As of the Commencement Date, the Zurich Insurers shall provide Website Disclosure.

20. The disclosure provision set out in **Paragraphs IV.C.18 and IV.C.19** of this Judgment may be modified under the following circumstances:

- a) With the prior approval of the Attorney General.
- b) ***Consistency of terms and conditions:*** To the extent that the Attorney General requires that one or more of the insurers identified as “Insurer Defendants” in the Second Consolidated Amended Commercial Class Action Complaint filed on or about February 1, 2006 in the action styled *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, Civil No. 04-5184 (FSH) (D.N.J.), that has engaged in substantially similar conduct provide disclosure in this State respecting Compensation that is different from that required of the Zurich Insurers, the Zurich Insurers may, upon notification to the Attorney General, modify the disclosure that they are required to provide in this State pursuant to the terms of this Judgment to be consistent with the disclosure required of such Insurer Defendant(s).

c) **Market Disruption:** To the extent that the Zurich Insurers believe that they (or any of them) have suffered a market reduction in any reporting unit as a result of complying with the disclosure provision of this Regulatory Settlement Agreement, then the Zurich Insurers may petition the Settling Insurance Regulators for a modification of such provision by making such assertion to the Chair of the Broker Activities Task Force of the National Association of Insurance Commissioners (the “NAIC Task Force”) (or, if such NAIC Task Force has been dissolved or declines to act, the Illinois Department of Insurance (the “Illinois DOI”)), who will initiate an expedited process to review the Zurich Insurers’ assertion and, after providing the Attorney General of the Commonwealth of Pennsylvania with notice and an opportunity to comment, shall issue findings of fact and a recommendation respecting the requested modification request; *provided* that if the Chair of the NAIC Task Force (or, as the case may be, the Illinois DOI) finds that the Zurich Insurers have suffered such a reduction and recommends a modification of the disclosure provision, the Attorney General shall review such findings and recommendation on an expedited basis, giving them considerable weight, and shall take whatever steps may be necessary to modify the disclosure provision of this Judgment consistent with the recommended modification or such other modification as may be consistent with the purposes of this paragraph to address any market disruption, unless the Attorney General disagrees with the findings and/or recommendation, or concludes that they are not applicable in this State, in which case the basis and reasons for rejecting the findings and/or recommendation shall be set forth in writing; *provided* that the Zurich Insurers shall retain all rights under applicable law to obtain review of such decision by the Attorney General.

V. Cooperation and Compliance

21. **Annual Report** – Within 120 days of the closing of each calendar year that falls within the Term, the Zurich Insurers shall submit to the Attorney General a report

demonstrating their compliance with all of the provisions of this Judgment; *provided* that the Attorney General shall keep confidential any information contained in the Annual Report that is marked confidential by the Zurich Insurers.

22. **Binding on Successors and Assigns** – The terms of this Judgment are binding on the Zurich Insurers, their directors, officers, managers, employees, successors and assigns, including, but not limited to, any person or entity to whom the Zurich Insurers or any of them may be sold, leased or otherwise transferred, during the Term.

23. The Zurich Insurers shall continue to fully and promptly cooperate with the Attorney General with regard to any regulatory investigation or related proceeding or action regarding any person, corporation or entity, including but not limited to, former employees of a Zurich Insurer; *provided* that each person who receives documents or information pursuant to this paragraph shall, consistent with state law, (i) keep the documents or information confidential and (ii) if consistent with state law, return any documents or information received from the Zurich Insurers by no later than ten (10) days following the date on which any regulatory investigation or related proceeding or action is concluded. Cooperation shall include, without limitation:

- a) the voluntary production (without service of subpoena) of (i) any and all non-privileged information and documents or other tangible evidence reasonably available and requested by the Attorney General in connection with an investigation based upon the acts, practices or courses of conduct that are the subject of this Judgment; and, (ii) any compilation or summaries of information or data that the Attorney General reasonably request be prepared;
- b) the use of reasonable best efforts on the part of the Zurich Insurers to ensure that current and former officers, directors, employees and agents of a Zurich Insurer fully and

promptly cooperate with the Attorney General in connection with any investigation based upon the acts, practices or courses of conduct that are the subject of this Judgment or related proceeding, including attendance (without service of a subpoena) at any proceeding as requested by the Attorney General; and

c) the Zurich Insurers shall not object to the production of non-privileged documents or witnesses on the ground that the documents or witnesses requested relate to matters outside this State; and

d) With respect to any document withheld or redacted on the grounds of privilege, work product or other legal doctrine, submission of a written log by the Zurich Insurers indicating: (i) the type of document; (ii) the date of the document; (iii) the author and each recipient of the document; (iv) the general subject matter of the document; (v) the reason for withholding the document; and (vi) the Bates number or range of the withheld document.

e) The actual or potential applicability of the McCarran-Ferguson Act to the conduct covered by the documents or witnesses requested pursuant to this paragraph shall not be a basis for withholding information in response to such a request.

f) To determine or secure compliance with this Judgment, and without limiting otherwise applicable law, any duly authorized representative of the Attorney General shall be permitted, upon reasonable notice and during normal business hours:

i) Access to all non-privileged book, ledgers, accounts, correspondence, memoranda, other records and documents in the possession or under the control of a Zurich Insurer, as applicable, relating to any matters contained in this Judgment; and,

- ii) To interview officers, managers or employees of the Zurich Insurers, as applicable, regarding any matters contained in this Judgment.

24. **Enforcement** – If the Attorney General believes that there has been a violation of this Judgment, the Zurich Insurers shall be promptly notified in writing thereof. The Attorney General shall thereafter permit the Zurich Insurers a reasonable opportunity to cure any alleged violation without instituting legal action. If the alleged violation is not substantially cured by the Zurich Insurers within sixty (60) days of the notification, the Attorney General may thereafter seek to undertake any remedial action deemed appropriate. This time period may be extended in circumstances where the sixty-day (60-day) period does not allow sufficient time to cure the alleged violation.

25. If the Attorney General prevails in any action or proceeding to enforce this Judgment, or in any action or proceeding otherwise arising out of or relating hereto, the Court shall award costs and expenses, including a reasonable sum for attorneys' fees.

26. **Legal Exposure** – This Judgment is not intended to give any legal rights or remedies of any nature to any third party.

27. **Notices** – All notices required by this Judgment shall be sent by certified or registered mail, return receipt requested, postage prepaid or by hand delivery to:

If to the Attorney General:

Mark Tobey, Esq.
Chief, Antitrust & Civil Medicaid Fraud Division
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
Telephone: (512) 463-1262

If to the Zurich Insurers

Ralph C. Ferrara, Esq.
Stephen A. Best, Esq.
Ann M. Ashton, Esq.
David S. Turetsky, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, N.W.
Suite 1200
Washington, D.C. 20009
Telephone: (202) 986-8000

Alice Kane, Esq.
Zurich North America
105 E. 17th Street
New York, New York 10004
Telephone: (917) 534-4500

David Bowers, Esq.
Zurich North America
1400 American Lane
Schaumburg, Illinois 60196
Telephone: (847) 605-6000

28. This Judgment shall be governed by and interpreted according to the laws of this state, excluding its conflict of laws provisions.

29. Nothing in this Judgment shall prevent or otherwise restrict the department of insurance of this State from pursuing regulatory action against a Zurich Insurer for regulatory issues that are unrelated to the matters released pursuant to the settlement agreement executed between the Attorney General and the Zurich Insurers.

30. Nothing in this Judgment or any of its terms and conditions shall be interpreted to alter in any way the contractual terms of any insurance policy sold, assumed or acquired by a Zurich Insurer.

31. Nothing in this Judgment releases a Broker or Agent from its obligations to make disclosures required by law or contract to Insureds.

32. **Modification** – Subject to **Paragraph IV.C.20** above, if the Attorney General or the Zurich Insurers believe that modification of this Judgment would be in the public interest, that party shall give notice to the other and the parties shall attempt to agree on a modification. If the parties agree on a modification, they shall jointly petition the Court to modify the Judgment, and such modification shall be granted unless the Court determines that the modification is contrary to the public interest.

33. **Retention of Jurisdiction** – Subject to **Paragraph IV.C.20.b** above, the Court retains jurisdiction during the Term to enable the Attorney General or the Zurich Insurers to apply to this Court for such further orders and directions as may be necessary and appropriate for the interpretation, modification, and enforcement of this Judgment. The Zurich Insurers will not later challenge the Court’s jurisdiction to enforce this Judgment.

34. If the AG Settlement Agreement is terminated for any reason, then this Judgment shall be vacated and shall be deemed to be null and void, and have no force or effect on any of the Parties.

35. **No Admission of Liability** – The Zurich Insurers, desiring to resolve the Attorney General’s concerns without trial or adjudication of any issue of fact or law, have consented to entry of this Judgment, which is not an admission of liability by the Zurich Insurers as to any issue of fact or law. Neither this Judgment nor the Zurich Insurers’ agreement to its entry may be offered or received into evidence in any action as an admission of liability, whether arising before or after the entry of the Judgment.

AND SO ADJUDICATED,

DATED this ____ day of _____, 2006.

JUDGE

STIPULATED AND AGREED TO BY:

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

MARK TOBEY
Chief, Antitrust & Civil Medicaid Fraud
Division

KIM VAN WINKLE
Assistant Attorney General
Texas Bar No. 24003104
BRET FULKERSON
Texas Bar No. 24032209
Office of the Attorney General
300 W. 15th St., 9th Fl.
Austin, TX 78701

**ATTORNEYS FOR THE STATE
OF TEXAS**

RALPH C. FERRARA
STEPHEN A. BEST
ANN M. ASHTON
DAVID S. TURETSKY
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, N.W., Suite 1200
Washington, D.C. 20009

JOHN S. PRUITT
LeBoeuf, Lamb, Greene & MacRae LLP
125 West 55th Street
New York, NY

**ATTORNEYS FOR ZURICH
AMERICAN INSURANCE COMPANY,
STEADFAST INSURANCE COMPANY,
FIDELITY & DEPOSIT COMPANY OF
MARYLAND, EMPIRE FIRE &
MARINE INSURANCE COMPANY,
AMERICAN GUARANTEE &
LIABILITY INSURANCE COMPANY,
EMPIRE INDEMNITY INSURANCE
COMPANY, AND ASSURANCE
COMPANY OF AMERICA**