

IN RE:

ACE AMERICAN INSURANCE COMPANY,)
ACE FIRE UNDERWRITERS INSURANCE)
COMPANY,)
ACE PROPERTY AND CASUALTY)
INSURANCE COMPANY,)
INDEMNITY INSURANCE COMPANY OF) **CONSENT AGREEMENT**
NORTH AMERICA,) **Docket No. INS-12-242**
INSURANCE COMPANY OF NORTH)
AMERICA, and)
PACIFIC EMPLOYERS INSURANCE)
COMPANY)
)

THIS CONSENT AGREEMENT is entered into by and among ACE AMERICAN INSURANCE COMPANY, ACE FIRE UNDERWRITERS INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, INSURANCE COMPANY OF NORTH AMERICA and PACIFIC EMPLOYERS INSURANCE COMPANY, each of which is a subsidiary of the ACE Group (collectively, the “Companies” or “ACE Group”; individually, a “Company”), the MAINE SUPERINTENDENT OF INSURANCE (the “Superintendent”), the MAINE WORKERS’ COMPENSATION BOARD (the “Board”) and the OFFICE OF THE MAINE ATTORNEY GENERAL (the “Attorney General”). Its purpose is to bring to a halt, without resort to an adjudicatory proceeding, violations of 39-A M.R.S. § 359(2) certified to the Superintendent by the Board pursuant to that provision.

I

STIPULATIONS

1. The Superintendent is the official charged with administering and enforcing Maine’s insurance laws and regulations. The Board is the agency charged with administering and enforcing Maine’s workers’ compensation laws and regulations.
2. Each Company is organized and domiciled, and is licensed to do business in Maine, as follows:

Name of Company	Domicile	NAIC Code	Maine License Number	Date of First Maine License
ACE American Ins. Co.	Pennsylvania	22667	PCF640	05/01/1968
ACE Fire Underwriters Ins. Co.	Pennsylvania	20702	PCF43	12/27/1966
ACE Property and Casualty Ins. Co.	Pennsylvania	20699	PCF44	07/01/1901
Indemnity Ins. Co. of North America	Pennsylvania	43575	PCF50104	06/04/1997
Insurance Company of North America	Pennsylvania	22713	PCF480	07/25/1970
Pacific Employers Ins. Co.	Pennsylvania	22748	PCF546	11/08/1962

Each Company has authority to insure employers for claims arising under the Maine

Workers' Compensation Act of 1992, M.R.S. Title 39-A, as amended, and rules of the Board issued thereunder (the "WCA"). The ACE Group does not handle WCA claims in-house but contracts with third-party administrators ("TPAs"), including its affiliated TPA, ESIS, Inc. ("ESIS"), for these services.

3. In 2008, the Board's Monitoring Audit & Enforcement Division (the "MAE Division") audited the records of the Companies with respect to claims filed under the WCA with dates of injury between January 1, 2006 and June 30, 2007. This audit focused on compliance with WCA requirements for form filing, timeliness of indemnity payments, and accuracy of indemnity benefits.
4. On July 10, 2008, the Board issued a Compliance Audit Report detailing its findings (the "2008 Report"). The 2008 Report's findings included non-filing of forms, late and inaccurate forms filings, untimely and inaccurate indemnity payments, and failure to comply with a Corrective Action Plan, which practices constitute "questionable claims handling techniques" under 39-A M.R.S. § 359(2).
5. In early 2009, the Board and the ACE Group entered into 19 consent decrees, in lieu of administrative hearings, related to the findings in the 2008 Report. One such decree (the "Consent Decree") established that the ACE Group had failed in a number of claims to:
 - (a) File or timely file Board forms,
 - (b) Provide accurate information on Board forms,
 - (c) Pay benefits timely,
 - (d) Pay claims accurately, and
 - (e) Comply with a Corrective Action Plan.These practices constitute a "pattern of questionable claims handling techniques" under 39-A M.R.S. § 359(2).
6. On March 10, 2009, the Board certified these findings to the Superintendent pursuant to 39-A M.R.S. § 359(2).
7. In June 2011, the MAE Division audited the records of the Companies again with respect to claims filed under the WCA with dates of injury during 2010. This audit focused on compliance with WCA requirements for timeliness of benefit payments and accuracy of indemnity benefits.
8. On April 10, 2012, the Board issued a Compliance Audit Report detailing its findings (the "2012 Report"). The 2012 Report found that the ACE Group failed to correct two prior audit issues, namely to pay claims accurately and report accurate information on forms filed with the Board. These practices constitute "questionable claims handling techniques" under 39-A M.R.S. § 359(2).
9. ESIS has completed Maine Quarterly Compliance Self-Audits since 2007, and other ACE Group TPAs have put into place corrective action plans designed to improve claims compliance.

II

MAINE LAW

10. 39-A M.R.S. § 359(2) provides in part that:

[T]he [workers' compensation] board ... upon finding, after hearing, that an employer, insurer or 3rd-party administrator for an employer has engaged in a pattern of questionable claims-handling techniques or repeated unreasonably contested claims ... shall certify its findings to the Superintendent of Insurance, who shall take appropriate action so as to bring any such practices to a halt.

III

CONCLUSIONS OF LAW

11. Each Company violated 39-A M.R.S. § 359(2) by engaging in a pattern of questionable claims-handling techniques through December 31, 2010.
12. The Superintendent is required, pursuant to the Board's March 10, 2009 certification of its findings that the Companies engaged in a pattern of questionable claims-handling techniques, to take appropriate action to bring those practices to a halt.

IV

COVENANTS

13. Each Company shall comply with each provision of this Agreement whether it handles claims in-house or through a TPA. However, the Companies may, unless otherwise provided herein, act as a group to comply with any affirmative obligation under this Agreement, including delivering the reports and certifications pursuant to paragraphs 17 and 18, provided that (a) each Company shall take all necessary steps to authorize any group action on its behalf, and (b) all Companies wishing to act as a group remain affiliated with each other. Each Company acknowledges and agrees that a breach of this Agreement resulting from any group action shall constitute an individual breach of this Agreement by each Company.
14. Each Company shall bring to a halt, as set forth in this Agreement, the pattern of failing to pay claims accurately and failing to report accurate information on forms filed with the Board, which practices constitute "questionable claims-handling techniques," and represents that it has put into effect procedures to file Board forms timely and accurately and to pay indemnity benefits as required by the WCA, as stated on Exhibit A to this Agreement.
15. Within thirty (30) days after the effective date of this Agreement, the ACE Group shall deliver to the Board proof of payment of penalties of Twenty-Two Thousand Fifty (\$22,050) to injured employees in accordance with the 2012 Report. Each Company confirms its understanding and agreement that: (i) these penalties result from its failures, as documented by the 2012 Report, to pay weekly compensation benefits or accrued weekly benefits as required by the WCA, and (ii) the amount of these penalties will not limit further civil penalties that the Superintendent or Board may impose for violations occurring after December 31, 2010.

16. Within thirty (30) days after the effective date of this Agreement, the ACE Group shall deliver to the Board payment of a civil penalty of Eight Thousand Five Hundred Dollars (\$8,500) payable to the Treasurer, State of Maine. Each Company confirms its understanding and agreement that (i) this penalty results from its failures, as documented by the 2012 Report, to halt through December 31, 2010 the violations of 39-A M.R.S. § 359(2) established by the Consent Decree, and (ii) the amount of this penalty will not limit further civil penalties that the Superintendent or Board may impose for violations occurring after December 31, 2010.
17. Within thirty (30) days after the effective date of this Agreement, the ACE Group shall adopt, and deliver to the Superintendent, with a copy to the Deputy Director, MAE Division, written procedures that ensure that all claims for indemnity benefits under the WCA are paid in compliance with Maine law.

At a minimum, such procedures must include plans for:

- (a) ensuring that the Companies, and any TPAs with which the ACE Group contracts for claims-handling services, comply with the benchmarks in Exhibit A;
- (b) hiring and retaining supervisory and front-line staff experienced in handling workers' compensation claims in Maine if any Company adjusts its own claims;
- (c) requiring its TPAs to train their employees on the provisions of the WCA concerning derivation of benefit levels from average weekly wages and accuracy of indemnity payments;
- (d) using reasonable efforts to ensure that employers cooperate in meeting the reporting requirements of the WCA;
- (e) requiring its TPAs to audit their claims for compliance with the requirements of the WCA, and monitoring the results of those audits;
- (f) requiring its TPAs to maintain claims payment standards through ongoing staff education and supervision;
- (g) requiring its TPAs to implement adequate claim review procedures, to include monitoring the accuracy and timeliness of Board form filings and indemnity payments; and
- (h) requiring its TPAs to audit, on at least a quarterly basis, all indemnity claim activity within the applicable quarter for all claims with dates of injury on or after January 1, 1993 to measure compliance with the benchmarks in Exhibit A; and
- (i) monitoring the results of each of the self-audits referred to in subparagraph (h) and instituting and monitoring appropriate compliance and remediation plans and requirements for TPAs failing to comply with applicable law.

The ACE Group shall deliver to the Superintendent and the Deputy Director, MAE Division, the results of the audits referred to in subparagraph (h) for four (4) successive calendar quarters starting January 1, 2013. The ACE Group shall deliver each self-audit report within thirty (30) days after the end of the applicable calendar quarter. Each report shall be an Excel spreadsheet and contain the following data, safeguarded in accordance with the WCA, for each claim: the Board number, if known; the claimant's Social Security number (general format, no dashes); the claimant's last and first name (in that order); the

date of injury; the Company claim number; and the TPA, if any. Within forty-five (45) days thereafter, the Superintendent and the Board may call a meeting with the ACE Group to discuss any concerns they may have with the ACE Group's claims performance during the period covered by such audit report. Failure to call any such meeting shall not be deemed a waiver by the Superintendent, the Board or the Attorney General of any claims performance that does not meet the Exhibit A benchmarks. The ACE Group shall deliver with the last self-audit report (the "Final Self-Audit Report") a certification in the form attached as Exhibit B, attesting to the accuracy of all claims performance audit information required under this Agreement. The ACE Group shall also deliver, upon the Superintendent's or the Deputy Director's request, any and all work papers and documents, in any format, in its possession, custody or control, related to any Self-Audit Report. The ACE Group shall compile such information in a manner acceptable to the Superintendent and Board.

18. The ACE Group shall, for claims activity during the period starting January 1, 2006 and ending December 31, 2012:
- (a) submit to the Superintendent within thirty (30) days of the effective date of this Agreement an electronic spreadsheet listing all indemnity claims adjusted in the above period presented to any Company or its TPA, for the purpose of allowing the Superintendent to designate a statistically valid random sample of claims, selected in accordance with National Association of Insurance Commissioners ("NAIC") standards to produce a 95 % confidence level and a 5 % upper error limit, for each calendar year (the "Designated Claims") for further review by the ACE Group as set forth in this paragraph;
 - (b) upon receiving the list of Designated Claims from the Superintendent, review the incapacity periods, and indemnity benefits, penalties and interest originally paid thereon;
 - (c) recalculate the benefits, penalties and interest for the Designated Claims to ensure their compliance with the WCA. ACE may consult with the Board concerning penalties, however the Board's determination as to penalties will be final;
 - (d) pay to the appropriate claimants any deficiencies, with the penalties and interest provided for in the WCA, and file with the Board such related forms as the WCA requires; and
 - (e) deliver to the Superintendent and the Deputy Director, MAE Division, by the date the ACE Group must deliver the Final Self-Audit Report, an electronic spreadsheet report viewable in Microsoft Excel listing each claim so reviewed (the "Look-Back Report"). The Look-Back Report shall contain the following data, safeguarded in accordance with the WCA, for each claim:
 - i. the Board number, if known;
 - ii. the claimant's Social Security number (general format/no dashes);
 - iii. the claimant's last and first name (in that order);
 - iv. the date of injury;
 - v. Company name and claim file number;
 - vi. the incapacity periods;

- vii. the amount of indemnity originally paid;
- viii. whether or not the claim was settled under 39-A M.R.S. § 352 (Y or N) and the date of such settlement;
- ix. the amount of indemnity paid after recalculation;
- x. the amount of penalties paid after recalculation;
- xi. the amount of interest paid after recalculation;
- xii. the amount of overpayment upon review; and
- xiii. the name of the person conducting the review.

The ACE Group shall deliver with the Look-Back Report a certification attesting to the accuracy of all information in the report, in the form attached as Exhibit B.

This paragraph shall not apply to any (i) claims with dates of injury before January 1, 1993, (ii) claims activity that is subject to the audits described in paragraph 17, (iii) claims discharged under 39-A M.R.S.A § 352 during this period, or (iv) claims previously presented to a Company or its TPA, audited by the Board and subsequently corrected by the Company or such TPA.

19. Should the Superintendent or, upon the Superintendent's election, the Board determine, within twelve (12) months after receiving the (i) Final Self-Audit Report or (ii) Look-Back Report, that the Companies:
- (a) on an aggregate basis, did not meet or exceed on average the benefit payment and form filing benchmarks in Exhibit A during the self-audit review period described in paragraph 17, then the Companies shall deliver a civil penalty of Thirty-seven Thousand Five Hundred Dollars (\$37,500) to the Superintendent, within thirty (30) days of receiving the determination , or
 - (b) failed to correct deficiencies in indemnity benefits as required by paragraph 18(d), including penalties and interest due thereon, pursuant to the WCA, resulting in compliance with the WCA in less than 93 percent of claims required to be reviewed pursuant to paragraph 18, then the Companies shall deliver a civil penalty of Twelve Thousand Five Hundred Dollars (\$12,500) to the Superintendent within thirty (30) days of receiving the determination.

Each Company agrees that (i) any civil penalties assessed under paragraph (a) or (b) above will have resulted from its continued failure through the delivery date of either the Final Self-Adult Report or the Look-Back Report, to halt the practices of failing to pay claims accurately and failing to report accurate information on forms filed with the Board, established by the Consent Decree, (ii) in declaring the Civil Penalty due, the Superintendent may rely on the Self-Audit Reports and the Look-Back Report as conclusive evidence of the fact and extent of such failure, and (iii) the amount of this penalty will not limit further measures, penalties or remedies that the Superintendent, the Board or the Attorney General may impose or seek under paragraph 30 below.

The determinations under this paragraph shall be in the sole and absolute discretion of the Superintendent or Board, as the case may be.

20. Should the Superintendent or, upon his election the Board, determine, within twelve (12) months after receiving the Look-Back Report, the ACE Group, for any calendar year for

which Designated Claims were reviewed, failed to achieve a 93 % compliance rate in accurately calculating:

- (a) average weekly wage,
- (b) weekly compensation rate,
- (c) partial benefits, or
- (d) indemnity benefits,

he may, in his sole and absolute discretion, order the ACE Group to conduct an expanded review of claims paid in any or all of the calendar years in which the ACE Group was non-compliant—up to and including a review of all Maine claims paid during period identified in paragraph 18—for the specific purpose of identifying and correcting inaccurate payments to claimants.

Should such an expanded review be ordered, the ACE Group shall (i) complete the review within the time specified, which shall be no less than three (3) months but no more than twelve (12) months, (ii) upon completion of the review, submit a report to the Superintendent and Board, in the format required for the Look-Back Report, listing each claim so reviewed, and (iii) provide, upon the Superintendent's or Board's request, any additional documentation, compiled in a format acceptable to the Superintendent or Board, necessary for the Superintendent or Board to verify that the review was properly completed. Within thirty (30) days of receiving notice from the Superintendent or Board of any improperly calculated element, specified in the subparagraphs above, in a reviewed claim, the ACE Group shall correct such element and pay the related benefits, penalties and interest as required by the WCA.

The determination under this paragraph shall be in the sole and absolute discretion of the Superintendent or Board, as the case may be.

- 21. The Companies shall pay, as provided by law, the Superintendent's reasonable costs and expenses of monitoring their compliance with, and enforcing the Companies' obligations under, this Agreement. The Companies shall be jointly and severally liable for these costs and expenses.
- 22. The Companies shall not recoup any payments of refunds, interest, or civil penalties made under this Agreement or any costs associated with complying with this Agreement in any future rate adjustments.
- 23. The Companies shall ensure that TPAs working on their behalf comply with the WCA and this Agreement. If any TPA fails to comply with the WCA or this Agreement, the Companies will consider removing the non-compliant TPA from the Companies' Maine panel of approved TPAs. The Companies acknowledge their continued responsibility for the actions of any TPA not removed from such panel.

V

MISCELLANEOUS

- 24. Any action that this Agreement permits the Superintendent or the Board to take may be taken against all or any of the Companies.

25. The Companies waive any:
- (a) hearing rights arising from this Agreement;
 - (b) any action that may be taken by the Superintendent or the Board pursuant to this Agreement, including but not limited to the imposition of the civil penalties specified in paragraph 19 and agree they will make no appeal from this Agreement; and
 - (c) all defenses arising out of or in connection with the 2012 Report;
 - (d) certification under the WCA to the Superintendent of the findings of the 2012 Report; and
 - (e) objection to the Board's release to the Superintendent and the Attorney General of, and any claim of confidentiality to, Board "audit working papers," as defined in section 153 of the WCA, related to any audit of any Company and, in connection with this waiver, to the use of such papers by the Superintendent and Attorney General for purposes related to the implementation and enforcement of this Agreement.
26. The Companies acknowledge that this Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for public inspection and copying as provided for by 1 M.R.S. § 408, and will be reported to the Regulatory Information Retrieval System database at the NA IC.
27. The Companies have been advised of their right to consult with counsel and have, in fact, consulted with counsel before executing this Agreement.
28. This Agreement does not bind any person or entity not a party to this Agreement, or limit the Superintendent's or Board's ability to seek any available legal remedy for any violations of the WCA or the Maine Insurance Code against any ACE Group affiliate or subsidiary not a party to this Agreement or against any entity from which any Company obtains WCA claims administrator services.
29. Nothing in this Agreement shall limit the ability of the Superintendent or the Board, in their sole and absolute discretion, in order to determine whether any Company has brought to a halt all violations of 39-A M.R.S. § 359(2) established by the Consent Decree, to investigate the:
- (a) handling of the ACE Group's indemnity claims having dates of injury after December 31, 2010;
 - (b) accuracy of the self-audit quarterly review described in paragraph 17; or
 - (c) accuracy of the indemnity claim review described in paragraph 18.
30. The purpose of the self-audit quarterly review described in paragraph 17 and the indemnity claim review described in paragraph 18 is to bring to a halt the violations established by the Consent Decree. Therefore, in consideration of the Companies' execution of this Agreement, the Superintendent, the Board and the Attorney General shall not pursue civil penalties, disciplinary measures or other civil or administrative sanctions, other than those agreed to herein, for violations established by the Consent Decree that continue

through the period of the paragraph 17 and paragraph 18 reviews. However, the Superintendent, the Board or the Attorney General may pursue any available legal remedy, including without limitation imposition of additional civil penalties and the limitation, suspension or revocation of workers' compensation authorities issued to any Company by the Superintendent should any Company:

- (a) engage in conduct that violates 39-A M.R.S. § 359(2) after the period of the paragraph 17 and paragraph 18 reviews; or
- (b) violate any provision of this Agreement other than as described in paragraph 19(a) and (b); or
- (c) otherwise violate Maine law.

31. The effective date of this Agreement is the date entered in the Superintendent's signature line below.

32. This Agreement may be modified only by the written consent of all parties.

Dated: Feb 14, 2013

ACE AMERICAN INSURANCE COMPANY

By: *Daniel Montgomery*

Its: *Daniel Montgomery AVP Finance and Com*
Printed Name and Title

Subscribed and sworn to before me this *14th* day of *February* 2013.

Bianca D. Penhollow

Notary Public

BIANCA D. Penhollow

Printed name

Date commission expires

Bianca D. Penhollow

My Commission Expires

04/04/2013

New Castle County, State of Delaware

Notary Public

Dated: Feb 14, 2013

ACE FIRE UNDERWRITERS INSURANCE COMPANY

By: [Signature]
Its: Daniel Montgomery AVP Finance/Compliance
Printed Name and Title

Subscribed and sworn to before me this 14th day of February 2013.

Bianca D. Penhollow
Notary Public
BIANCA D. Penhollow
Printed name

Bianca D. Penhollow
Date commission expires 04/04/2013
New Castle County, State of Delaware
Notary Public

Dated: Feb 14, 2013

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

By: [Signature]
Its: Daniel Montgomery AVP Finance/Compliance
Printed Name and Title

Subscribed and sworn to before me this 14th day of February 2013.

Bianca D. Penhollow
Notary Public
BIANCA D. Penhollow
Printed name

Date commission expires

Bianca D. Penhollow
My Commission Expires
04/04/2013
New Castle County, State of Delaware
Notary Public

Dated: Feb 14, 2013

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: *Daniel Montgomery*
Its: Daniel Montgomery VP Finance/Compliance
Printed Name and Title

Subscribed and sworn to before me this 14th day of February 2013.

Bianca D. Penhollow
Notary Public
Bianca D. Penhollow
Printed name

Date commission expires
Bianca D. Penhollow
My Commission Expires
04/04/2013
Dated: New Castle County, State of Delaware
Notary Public

INSURANCE COMPANY OF NORTH AMERICA

By: *Daniel Montgomery*
Its: Daniel Montgomery VP Finance/Compliance
Printed Name and Title

Subscribed and sworn to before me this 14th day of February 2013.

Bianca D. Penhollow
Notary Public
Bianca D. Penhollow
Printed name

Date commission expires
Bianca D. Penhollow
My Commission Expires
04/04/2013
New Castle County, State of Delaware
Notary Public

Dated: Feb 14, 2013

PACIFIC EMPLOYERS INSURANCE COMPANY

By: [Signature]
Its: Daniel Montgomery, AVP Finance/Compliance
Printed Name and Title

Subscribed and sworn to before me this 14th day of February 2013.

Bianca D. Penhollow

Notary Public

Bianca D. Penhollow

Printed name

Bianca D. Penhollow

Date commission expires 04/04/2013

New Castle County, State of Delaware
Notary Public

Dated: ~~Feb 14~~, 2013
February 27

MAINE WORKERS' COMPENSATION BOARD

[Signature]
Paul Sighinolfi
Executive Director

Effective Date: Feb 28, 2013

MAINE BUREAU OF INSURANCE

[Signature]
Eric A. Cioppa
Superintendent

Dated: Feb 22, 2013

OFFICE OF THE MAINE ATTORNEY GENERAL

[Signature]
Jonathan R. Bolton
Assistant Attorney General

Exhibit A

Form of Self-Audit Worksheet

Bench- mark (%)	(#/#) xx%	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	
	85																				FROI Timely Filed
	75																				Wage Statement (WCB-2) Filed Timely
	75																				Schedule of Dependents (WCB-2A) Filed Timely
	85																				MOP (WCB-3 or -4A) Filed Timely
	90																				Modification/Reduction (WCB-4, -4A or -8) Filed
	75																				Discontinuance (WCB-4, -4A or -8) Filed
	90																				NOC (WCB-9) Filed Timely
	80																				Initial WCB-11 Filed Timely
	80																				Annual WCB-11 Filed W/in 15 Days of Anniversary of Claim
	87																				Initial TTD Timely
	87																				Subsequent TTD/TPD Timely
	80																				Payment of Medical Bills Timely
	90																				Payment of Approved Agreements, Orders, Decisions
	75																				TTD/TPD Accurate
	80																				Average Weekly Wage
	75																				Weekly Benefit Rate
	75																				Partial Indemnity

Exhibit B
Form of Certification

IN RE:)
ACE AMERICAN INSURANCE COMPANY,)
ACE FIRE UNDERWRITERS INSURANCE)
COMPANY,) **AFFIDAVIT OF**
ACE PROPERTY AND CASUALTY INSURANCE) **CORPORATE OFFICER**
COMPANY,)
INDEMNITY INSURANCE COMPANY OF NORTH)
AMERICA,)
INSURANCE COMPANY OF NORTH AMERICA,) **Docket No. INS-12-242**
and)
PACIFIC EMPLOYERS INSURANCE COMPANY)

The undersigned, being duly sworn, says:

1. Terms used but not defined in this affidavit shall have the meanings given them in the Consent Agreement entered into between the above Companies, the Superintendent and the Attorney General under Bureau docket number INS-12-242.
2. I have read and understand the Consent Agreement and exhibits attached thereto.
3. I understand that the Board and Bureau may rely on the truthfulness of the information contained in and materials attached to this affidavit and that the truthfulness of this information is material to the ability of the Superintendent and the Board to evaluate the Companies' compliance with the Consent Agreement.
4. I have read the materials attached to this affidavit. They accurately and completely summarize the information contained therein, as required by [paragraph 17/paragraph 18] of the Consent Agreement.
5. I hold the position identified below and have obtained all necessary authority from each of the Companies to give this affidavit on its behalf in connection with the proceedings undertaken as Bureau Docket No. INS-11-242.

(name typed or printed)

(position typed or printed)

(company name typed or printed)

Acknowledgement

State of _____
County of _____

Personally appeared before me on _____, 20__, the above named _____
_____ and, being duly sworn, affirmed that this affidavit is based upon his or her personal
knowledge and is true and correct.

Before me,

Notary Public/Attorney-at-Law

[seal]

Printed Name: _____

My Commission Expires: _____