

# EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CITY OF MONROE EMPLOYEES RETIREMENT SYSTEM,  
and LOUISIANA MUNICIPAL POLICE EMPLOYEES  
RETIREMENT SYSTEM, on behalf of themselves and all  
other similarly situated shareholders of AMERIGROUP  
CORPORATION,

Plaintiffs,

v.

C.A. No.: 7788-CS

THOMAS E. CAPPS, JAMES G. CARLSON, JEFFREY B.  
CHILD, EMERSON U. FULLWOOD, KAY COLES JAMES,  
WILLIAM J. MCBRIDE, HALA MODELMOG, JOSEPH W.  
PRUEHER, UWE E. REINHARDT, RICHARD D. SHIRK,  
JOHN W. SNOW, JAMES W. TRUOSS, RICHARD C.  
ZORETIC, GOLDMAN, SACHS & CO., WELLPOINT, INC.,  
AND WELLPOINT MERGER SUB, INC.,

Defendants.

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND SETTLEMENT HEARING**

**THE DELAWARE COURT OF CHANCERY AUTHORIZED THIS NOTICE.**

**THIS IS NOT A SOLICITATION FROM A LAWYER.**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF AMERIGROUP CORPORATION ("AMERIGROUP" OR THE "COMPANY"), TOGETHER WITH THEIR SUCCESSORS, HEIRS AND ASSIGNS, DURING THE PERIOD COMMENCING MARCH 3, 2012 AND ENDING AT THE EFFECTIVE TIME OF THE CLOSING OF THE MERGER BETWEEN AMERIGROUP AND WELLPOINT, INC. ("WELLPOINT") (THE "MERGER"), OR THE WITHDRAWAL OR TERMINATION OF THE MERGER, AS THE CASE MAY BE, EXCLUDING DEFENDANTS (THE "CLASS")

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS IN THIS LITIGATION.**

**IF YOU WERE NOT THE BENEFICIAL HOLDER OF COMMON STOCK OF AMERIGROUP BUT HELD SUCH STOCK FOR A BENEFICIAL HOLDER, PLEASE TRANSMIT THIS NOTICE PROMPTLY TO SUCH BENEFICIAL HOLDER.**

1. The purpose of this Notice is to inform you (i) of the pendency the above-captioned shareholder class action (the "Action") before the Delaware Court of Chancery (the "Court"); (ii) that plaintiffs in the Action, City of Monroe Employees Retirement System and Louisiana Municipal Police Employees Retirement System (collectively, "Plaintiffs"), on behalf of themselves and the Class, and defendants Thomas E. Capps, James G. Carlson, Jeffrey B. Child, Emerson U. Fullwood, Kay Coles James, William J. McBride, Hala Modellmog, Joseph W. Prueher, Uwe E. Reinhardt, Richard D. Shirk, John W. Snow, James W. Truoss, and Richard C. Zoretic (collectively, the "Individual Defendants"); WellPoint; WellPoint Merger Sub, Inc. ("WellPoint Merger Sub"); and Goldman, Sachs & Co. ("Goldman Sachs," and together with the Individual Defendants, WellPoint, and WellPoint Merger Sub, the "Defendants", and together with Plaintiffs, the "Parties") have entered into a Stipulation and Agreement of Compromise, Settlement and Release dated October 26, 2012 (together with the exhibits thereto, the "Stipulation") that sets forth the terms of the proposed settlement of the Action (the "Settlement"), subject to the approval of the Court; and (iii) that the Court has scheduled a hearing to be held in the Delaware Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, on January 22, 2013 at 10:00 a.m. (the "Settlement Hearing"). The purpose of the Settlement Hearing is to determine: (a) whether the Court should finally certify the Class; (b) whether the Court should approve the proposed Settlement; (c) whether the Court should enter a Order and Final Judgment dismissing the claims asserted in the Action with prejudice as against Plaintiffs and the other members of the Class and effectuating the releases described in paragraphs 30-32 below; (d) whether the Court should grant the application of Plaintiffs' Counsel for an award of attorneys' fees and expenses; and (e) such other matters as may properly come before the Court.

2. If you are a member of the Class, this Notice will inform you of how, if you so choose, you may enter your appearance in the Action and/or object to the proposed Settlement and have your objection heard at the Settlement Hearing.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.**

### **Background and Description of the Action**

3. On July 9, 2012, Amerigroup and WellPoint announced that they had entered into an Agreement and Plan of Merger, dated as of July 9, 2012, by and among WellPoint, Amerigroup, and WellPoint Merger Sub (the "Merger Agreement").

4. The Merger Agreement contemplates, among other things, that WellPoint will acquire Amerigroup for \$92 per share in cash, representing a 43% premium to Amerigroup's closing stock price prior to the announcement (the "Merger").

5. On August 6, 2012, Amerigroup filed with the United States Securities and Exchange Commission (the "SEC") a Preliminary Proxy, which, among other things, summarizes the Merger Agreement and provides an account of the events leading up to the execution of the Merger Agreement, a summary of the valuation analyses conducted by Amerigroup's board of directors' financial advisors, Goldman Sachs and Barclays Capital Inc. ("Barclays"), and information regarding Goldman Sachs' interest in certain Amerigroup warrants it purchased in 2007.

6. On August 16, 2012, Plaintiffs, on behalf of themselves and all other similarly situated shareholders of Amerigroup, filed (i) a Verified Class Action Complaint against Defendants and (ii) a Motion for Expedited Proceedings.

7. On August 27, 2012, Plaintiffs filed a Verified Amended Class Action Complaint (the "Amended Complaint").

8. The Amended Complaint alleges that, among other things, the Individual Defendants breached their fiduciary duties in connection with the Merger because they failed to get the best available price for Amerigroup, in part because they failed to contact numerous known interested bidders for the Company; certain Individual Defendants were financially interested in the Merger; the Company's financial advisors were conflicted; and the disclosures concerning the Merger Agreement were materially misleading and incomplete. The Amended Complaint further alleges that WellPoint and Goldman Sachs aided and abetted these alleged breaches of fiduciary duty.

9. On August 28, 2012, the Individual Defendants filed a Brief in Opposition to Plaintiffs' Motion for Expedited Proceedings, in which WellPoint and Goldman Sachs joined in addition to filing their own separate briefs.

10. On August 29, 2012, Amerigroup filed its Definitive Proxy, substantially altering the disclosures to address the issues raised in the Amended Complaint, thereby mooting Plaintiffs' disclosure claims.

11. On August 29, 2012, Plaintiffs filed a Reply Brief in Support of Plaintiffs' Motion for Expedited Proceedings.

12. On August 30, 2012, the Court held a telephonic oral argument concerning Plaintiffs' Motion for Expedited Proceedings and granted Plaintiffs' Motion for the reasons stated on the record.

13. Following the Court's ruling on Plaintiffs' Motion for Expedited Proceedings, the undersigned counsel for Plaintiffs ("Plaintiffs' Counsel") embarked on a course of expedited discovery that has included the review of tens of thousands of pages of documents produced by the Individual Defendants, WellPoint, Goldman Sachs, and Barclays relevant to the claims asserted in the Action, as well as depositions of the following individuals: Brian Kane, Managing Director at Goldman Sachs; James Carlson, Chairman, President and CEO of Amerigroup; Richard Shirk, Amerigroup director; and Mark Hanson, Managing Director at Barclays.

14. After arm's-length negotiations, the Parties reached an agreement-in-principle to settle the Action, which was memorialized in a Memorandum of Understanding (the "MOU") executed by the Parties on October 2, 2012.

15. In connection with settlement discussions and negotiations leading to the execution of the MOU, Plaintiffs' Counsel and counsel for Defendants ("Defendants' Counsel") did not discuss the amount of any application by Plaintiffs' Counsel for an award of attorneys' fees and expenses.

16. On October 26, 2012, the Parties entered into the Stipulation, and on October 31, 2012, the Court entered a Scheduling Order providing for, among other things, (i) the scheduling of the Settlement Hearing; (ii) the preliminary certification, for purposes of the Settlement only, of a non-opt out Class consisting of all record holders and beneficial owners of common stock of Amerigroup, together with their successors, heirs and assigns, during the period commencing March 3, 2012 and ending at the effective time of the closing of the Merger, or the withdrawal or termination of the Merger, as the case may be, excluding Defendants; (iii) a stay of the Actions pending further order of the Court; and (iv) an injunction against the commencement or prosecution of any action asserting any Settled Claims (as defined below), either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the Released Persons (as defined below).

### **Reasons for the Settlement**

17. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted against Defendants have merit, and that their prosecution of the claims asserted in the Action has led to a Settlement that provides substantial benefits for the Class.

18. Plaintiffs, through Plaintiffs' Counsel, have conducted an investigation and pursued the extensive discovery described above relating to the claims and the underlying events and transactions alleged in the Action. Plaintiffs' Counsel have analyzed the

evidence adduced during their investigation and through the extensive discovery in the Action, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

19. Based upon their investigation and prosecution of the Action, and in light of the risks of continued litigation, Plaintiffs and Plaintiffs' Counsel believe that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate to Plaintiffs and the other members of the Class. Plaintiffs and Plaintiffs' Counsel have agreed to settle the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering: (i) the substantial benefits that Plaintiffs and other members of the Class will receive from the resolution of the Action; (ii) the legal and factual defenses that Defendants would continue to assert in the Action, and the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs or Plaintiffs' Counsel of any lack of merit or infirmity in the claims asserted in the Action.

20. Each of the Defendants has denied, and continues to deny, that he, she, or it committed or aided and abetted the commission of any breaches of fiduciary duty, or any violation of any disclosure laws or any other laws, or engaged in any of the wrongful acts alleged in the Action, and expressly maintains that he, she, or it diligently and scrupulously complied with his, her, or its fiduciary and other legal duties, to the extent such duties exist, and is entering into the Stipulation and the Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation.

### **Settlement Terms**

21. In consideration for the full settlement and release of all Settled Claims (as defined in paragraph 30 below) and the dismissal with prejudice of the Action, the parties to the Merger Agreement have:

- (i) reduced the termination fee in the Merger Agreement from approximately three percent (*i.e.*, \$146 million) to two percent (*i.e.*, \$97 million);
- (ii) extended the special shareholder meeting date from October 9, 2012 to October 23, 2012; and
- (iii) issued a Form 8-K that identified the terms in subparagraphs (i) and (ii) above and stated as follows: "The Amerigroup board of directors, pursuant to the Merger Agreement and consistent with its fiduciary duties, is prepared to receive and consider in good faith any inquiries and Superior Proposals (as defined in the Merger Agreement) to purchase Amerigroup."

In addition, without admitting any wrongdoing, fault, or liability, the parties to the Merger Agreement have acknowledged that the prosecution of the Action and discussions with Plaintiffs' Counsel were the principal cause of additional disclosures made in the Definitive Proxy.

### **The Settlement Hearing**

22. The Settlement Hearing shall be held on January 22, 2013, at 10:00 a.m. in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 to: (i) determine whether the preliminary certification of the Class should be made final; (ii) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class and should be approved by the Court; (iii) determine whether a Order and Final Judgment should be entered by the Court pursuant to the Stipulation; (iv) consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and (v) rule on such other matters as the Court may deem appropriate.

23. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

24. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

### **Right To Appear and Object**

25. Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by his, her or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless such person files with the Court and serves upon counsel listed below at the addresses set forth below: (i) a written notice of intention to appear which is signed, includes the person's name, address and telephone number, provides documentation evidencing the person's membership in the Class, and states whether the person is represented by counsel and intends to appear at the Settlement Hearing; (ii) a statement of such person's objections to any matters before the Court; and (iii) the grounds for such objections and the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider. Any such submission must be filed with the Register in Chancery and served upon each of the following

counsel at the addresses set forth below such that they are received not later than sixteen (16) calendar days prior to the Settlement Hearing:

**Register in Chancery**

Register in Chancery  
Court of Chancery  
New Castle County Courthouse  
500 North King Street  
Wilmington, DE 19801

**Plaintiffs' Counsel**

Michael J. Barry  
Grant & Eisenhofer, P.A.  
123 Justison Street  
Wilmington, DE 19801  
  
Mark Lebovitch  
Bernstein Litowitz Berger  
& Grossmann LLP  
1285 Avenue of the Americas  
New York, NY 10019

**Defendants' Counsel**

Edward B. Micheletti  
Skadden, Arps, Slate,  
Meagher & Flom LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899-0636  
  
Daniel A. Dreisbach  
Richards, Layton & Finger, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
  
Kevin G. Abrams  
Abrams & Bayliss LLP  
20 Montchanin Road, Suite 200  
Wilmington, DE 19807

26. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, any award of attorneys' fees or expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as set forth in paragraph 25 above. Any person who fails to object in the manner set forth in paragraph 25 above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding. Any member of the Class who does not wish object to the Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses or to any other matter stated above need not do anything in response to this Notice.

**The Order and Final Judgment**

27. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the Parties will ask the Court to enter the Order and Final Judgment, which will, among other things:

- (i) finally certify the Class as a non-opt out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and (b)(2) and appoint Plaintiffs as Class Representatives and Plaintiffs' Counsel as Class Counsel;
- (ii) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class, and direct consummation of the Settlement in accordance with its terms and conditions;
- (iii) dismiss the Action with prejudice in its entirety as to the Defendants and against Plaintiffs and all other members of the Class, and grant the releases described in paragraphs 30-32 below in accordance with the terms and conditions of the Stipulation; and
- (iv) award attorneys' fees and expenses to Plaintiffs' Counsel.

28. Pursuant to the Order and Final Judgment, the Action will be dismissed with prejudice and without costs, fees or expenses to any Party except as provided in the Stipulation.

29. Pursuant to the Order and Final Judgment, (i) all Releasing Persons (defined in paragraph 30(i) below) and anyone claiming through or on behalf of any of them in their capacities as such, will be forever barred and enjoined from commencing, instituting or prosecuting, either directly or in any other capacity, any of the Settled Claims (defined in paragraph 30(i) below) against any of the Released Persons (defined in paragraph 30(i) below); and (ii) all Releasing Defendant Persons (defined in paragraph 30(ii) below) and anyone claiming through or on behalf of any of them in their capacities as such, will be permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any of the Released Defendant Claims (defined in paragraph 30(ii) below) against any of the Released Plaintiff Persons (defined in paragraph 30(ii) below), except in connection with any proceeding to enforce the terms of the Settlement.

## Releases

30. The Stipulation provides that upon Final Approval of the Settlement and in consideration of the benefits provided by the Settlement:

(i) any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of the Plaintiffs or any member of the Class in his, her, or its capacity as an Amerigroup stockholder (the "Releasing Persons"), whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity against Amerigroup and the Defendants or any of their families, parent entities, controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns (the "Released Persons") which the Releasing Persons ever had, now have, or may have had by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, or representations, set forth in or otherwise related, directly or indirectly, to the allegations in the Action, the Amended Complaint, financial or other advisory services in connection with the Merger, the Merger Agreement and any amendments thereto, and other transactions contemplated therein, or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) (the "Settled Claims") shall be settled and released; provided, however, that the Settled Claims shall not include any properly perfected claims for appraisal pursuant to Section 262 of the Delaware General Corporation Law, or claims to enforce the Settlement; and

(ii) Defendants ("Releasing Defendant Persons") shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, their directors, officers, employees, and attorneys, and each and all of the Class Members from all claims (including unknown claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement or resolution of the Action or the Settled Claims (the "Released Defendant Claims").

31. With respect to the Settled Claims, Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Settled Claims, but that it is the intention of Plaintiffs, and by operation of law the intention of the other members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the other members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition of "Settled Claims," and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Released Persons in entering into the Stipulation. "Unknown Claims" means any claim that Plaintiffs or any member of the Class does not know or suspect exists in his, her or its favor at the time of the release of the Settled Claims as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

32. The Settlement is intended to extinguish all of the Settled Claims and all of the Released Defendant Claims. Consistent with such intention, upon Final Approval of the Settlement, the Releasing Persons and the Releasing Defendant Persons shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the respective Settled Claims and Released Defendant Claims. This shall include a waiver by the Releasing Persons and the Releasing Defendant Persons of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Plaintiffs and Defendants acknowledge, and the other members of the Class and the other Released Persons shall be deemed by operation of the entry of the Final Order Judgment to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Parties in entering into the Settlement.

**Application for Attorneys' Fees and Expenses**

33. Plaintiffs' Counsel have agreed to apply for an award of attorneys' fees and expenses of \$3,900,000, and Defendants have agreed not to oppose the entry of such an award of attorneys' fees and expenses. The parties to the Merger Agreement have agreed that Plaintiffs' Counsel have earned a right to an award of attorneys' fees and expenses, and the Company or the Company's insurers, and/or the Company's successor(s) in interest, shall be solely responsible for the payment of any fees and expenses awarded by the Court to Plaintiffs' Counsel.

**Notice to Persons or Entities That Held Ownership on Behalf of Others**

34. Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Amerigroup during the period commencing March 3, 2012 and ending at the effective time of the closing of the Merger, or the withdrawal or termination of the Merger, as the case may be, for the benefit of others are requested promptly to send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to Amerigroup Corporation Shareholder Litigation, c/o The Garden City Group, Inc., P.O. Box 9349, Dublin, OH 43017-4249.

**Scope of this Notice and Additional Information**

35. The foregoing description of the Settlement Hearing, the Action, the terms of the proposed Settlement and other matters described herein do not purport to be comprehensive. Accordingly, members of the Class are referred to the documents filed with the Court in the Action. Copies of the Stipulation and the Amended Complaint are available at Plaintiffs' Counsel's websites, <http://www.gelaw.com> and <http://www.blbglaw.com/index>. **PLEASE DO NOT WRITE OR CALL THE COURT.**

36. Inquiries about the Settlement may be directed to the attention of Plaintiffs' Counsel as follows:

Michael J. Barry  
Grant & Eisenhofer, P.A.  
123 Justison Street  
Wilmington, DE 19801  
(302) 622-7000

OR

Mark Lebovitch  
Bernstein Litowitz Berger & Grossmann LLP  
1285 Avenue of the Americas  
New York, NY 10019  
(800) 380-8496

Dated: October 31, 2012

BY ORDER OF THE COURT

/s/ Kenneth J. Lagowski  
Register in Chancery