

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

J. LEE COVINGTON II,
Superintendent of Insurance
OHIO DEPARTMENT OF INSURANCE
AS REHABILITATOR OF HEALTHOHIO,
INC. d/b/a HEALTHFIRST
2100 Stella Court
Columbus, Ohio 43215

Plaintiff,

vs.

HEALTHOHIO, INC. d/b/a
HEALTHFIRST
278 Barks Road West
Marion, Ohio 43302-1820

Defendant.

CASE NO. 99CVH09-8037

Judge Patrick McGrath

FILED
COMMON PLEAS COURT
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CLERK OF COURTS-CV

ORDER OF LIQUIDATION AND APPOINTMENT OF LIQUIDATOR

This matter came before the Court on the Motion of J. Lee Covington II, Superintendent of Insurance of the State of Ohio, in his capacity as Rehabilitator of Defendant HealthOhio, Inc. d/b/a HealthFirst ("HealthFirst") (Plaintiff), pursuant to R.C. 3903.16(A) for an Order of Liquidation and Appointment of Liquidator with respect to Defendant HealthFirst. Plaintiff appeared by and through Special Counsel to the Ohio Attorney General, Betty D. Montgomery.

Having heard and considered the facts set forth in Plaintiff's motion, and considering Defendant HealthFirst's prior waiver of any right to participate or otherwise object, its prior consent to rehabilitation and there being no opposition to Plaintiff's instant motion by HealthFirst's directors, under R.C. Sections 3903.01 to 3903.59, the Court finds that the law and facts are as set forth in the motion and that there exists a present and urgent necessity for the immediate entry of this Order. This Court further finds that:

1) Defendant HealthFirst, is an Ohio corporation incorporated in 1990, is an "insurer" and "health insuring corporation" as defined in R.C. 3903.01(L) and 1751.01(N) respectively, and is, therefore, subject to regulation by Plaintiff pursuant to Ohio Revised Code Titles 39 and 17 and specifically is subject to proceedings authorized by R.C. 3903.01 to 3903.59 pursuant to R.C. 1751.42.

2) Defendant HealthFirst is in such condition that its further transaction of business would be financially hazardous to its policyholders, enrollees, creditors or the public as set forth in R.C. 3903.16(A).

3) On September 27, 1999, this Court issued an Agreed Order Appointing Rehabilitator which placed Defendant HealthFirst into rehabilitation pursuant to R.C. 3903.13 as on the basis that, inter alia, further transactions of business would be financially hazardous to Defendant HealthFirst's policyholders, enrollees, creditors and/or the public as described under R.C. 3903.16(A) (the "Rehabilitation Order"). The Rehabilitation Order was consented to and approved by the President and Chief Executive Officer of Defendant HealthFirst.

4) In addition to the findings made in the Rehabilitation Order, based upon the Motion for an Order of Liquidation and Appointment of Liquidator, the Court now finds that Defendant HealthFirst is insolvent as defined in R.C. 3903.01(K).

5) The Plaintiff has determined that Defendant HealthFirst is insolvent and should be liquidated. Defendant HealthFirst is in such condition that further attempts to rehabilitate would be futile, and would present an increased risk of loss to policyholders, enrollees, creditors, or the public as described in R.C. 3903.16(A).

6) Defendant HealthFirst, its members, officers, directors, agents, employees, partners, representatives and those acting in concert with it, should be enjoined and restrained from conducting, operating or engaging in the business of insurance or any other business of Defendant HealthFirst under any charter, permit, license, registration, certificate of authority, agreement, power or privilege of Defendant HealthFirst, and that all officers, directors, employees, representatives, banks, savings and loan associations, corporations, depositors, employers' welfare trusts, unions, brokers, agents, reinsurers, and other legal entities should be enjoined and restrained from removing or disposing of any of the assets, books, records or property of Defendant HealthFirst, or of any claim or debt owed to, by or for said Defendant HealthFirst, without the express written authorization of the Plaintiff in his capacity as statutory liquidator.

7) Without the appointment of a liquidator, Defendant HealthFirst is not in a condition to continue its insurance business and may cause harm to the

interests of its policyholders, enrollees, creditors or the public in general, and that unless restrained, Defendant HealthFirst will be forced to operate in a condition contrary to the best interests of Defendant HealthFirst's policyholders, enrollees, creditors or the general public.

It is hereby ORDERED, ADJUDGED and DECLARED as follows:

- 1) Sufficient cause exists for the liquidation of Defendant HealthFirst:
 - a) Defendant HealthFirst has violated R.C. Sections 3903.12(A) and is therefore subject to liquidation under R.C. Sections 3903.16(A) and 3903.17(A).
 - b) The current financial position of Defendant HealthFirst renders it insolvent based upon R.C. 3903.01(K) and Defendant HealthFirst is subject to liquidation pursuant to R.C. Sections 3903.16 and 3903.17(B).
 - c) Defendant HealthFirst is in such condition that the further transaction of business would be hazardous, financially or otherwise, to its policyholders, enrollees, creditors and/or the public as set forth in R.C. Sections 3903.16 and 3903.17(C).
 - d) Defendant HealthFirst is subject to liquidation pursuant to R.C. Chapter 3903.
- 2) J. Lee Covington II, Superintendent of Insurance, State of Ohio, on his own behalf and on behalf of his successors in office, is appointed as Liquidator of Defendant HealthFirst for the purpose of the liquidation of Defendant HealthFirst pursuant to the provisions of R.C. Chapter 3903 (the "Liquidator").

3) The Liquidator of Defendant HealthFirst is hereby authorized to appoint a Chief Deputy Liquidator and/or Deputy Liquidators. The Liquidator, any Deputy Liquidator and any employee who serves under the Liquidator is provided the indemnification specified in R.C. 3903.07.

4) The Liquidator shall proceed forthwith to take and secure possession of all assets and property of Defendant HealthFirst, of every kind and character whatsoever and wherever located, whether in the possession of Defendant HealthFirst or its officers, directors, employees, consultants, attorneys, agents, parents, subsidiaries, affiliated corporations or those acting in concert with any of these persons, including, but not limited to, all property, offices maintained by Defendant HealthFirst, contracts, deposits, securities, rights of action, accounts, documents, papers, evidence of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, safe deposit boxes, legal/litigation files, and all books and records of Defendant, wherever located, as of the date of the entry of this Order of Liquidation and Appointment of Liquidator, and administer them under the general supervision of the court.

5) The Liquidator is vested by operation of law with all title to assets of Defendant HealthFirst, including, but not limited to, all property, deposits, stocks, securities, contracts, rights of action, accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, legal/litigation files, books, records and all other assets of Defendant HealthFirst,

wherever located, with the authority to deal with same in his own name as Liquidator.

6) The Liquidator is directed to collect and liquidate the assets of Defendant HealthFirst, including but not limited to, funds held by Defendant HealthFirst's agents, subagents, producing agents, brokers, reinsurers, reinsurance intermediaries, reinsurance pools, solicitors, service representatives, or others under agency contracts or otherwise, which are due and unpaid to Defendant HealthFirst, including premium, unearned commissions, agents' balances and agents' reserve funds, reinsurance recoveries and "funds held" by reinsurers.

7) The Liquidator is vested with the right, title and interest in all funds recoverable under any treaties, contracts and agreements of reinsurance heretofore entered into by Defendant HealthFirst, as the ceding insurer, and all reinsurers, reinsurance pools, brokers, or other persons involved with Defendant HealthFirst are permanently restrained and enjoined from making, attempting to make, or encouraging others to make, any settlements with any claimant, policyholder, enrollee or any other person, without the prior written permission or consent of the Liquidator.

8) The Liquidator is authorized to take such action as he considers necessary or appropriate to liquidate Defendant HealthFirst, including but not limited to the following:

(a) Appoint one or more special deputies to act for him under Sections 3902.01 to 3903.59 of the Revised Code, and to determine the deputies

reasonable compensation, and vest in such special deputies all the powers of the Liquidator. Such deputies shall serve at the pleasure of the Liquidator;

(b) Employ employees and agents, actuaries, accountants, appraisers, consultants and such other personnel as he may consider necessary to assist in the liquidation;

(c) Fix the reasonable compensation of employees and agents, actuaries, accountants, appraisers and consultants subject to approval of the Court;

(d) Fix the reasonable compensation of employees and agents, actuaries, accountants, appraisers and consultants with the approval of the Court;

(e) Pay reasonable compensation to persons appointed and employed from the funds or assets of Defendant HealthFirst, as well as all other administrative expenses of taking possession of, conserving, collecting, conducting, liquidating, disposing of or otherwise dealing with, the business and property of Defendant HealthFirst. In the event that the property of Defendant HealthFirst does not contain sufficient cash or liquid assets to defray the administrative costs incurred, the Superintendent of Insurance may advance the administrative costs so incurred out of any appropriation for the maintenance of the Department of Insurance. Any amounts so advanced for administrative expenses shall be repaid to the Superintendent for the use of the Department of Insurance out of the first available money of Defendant HealthFirst;

(f) Adopt such Administrative Operating Procedures, from time to time, as are necessary to aid in the efficient, economic and effective administration

of the liquidation of Defendant HealthFirst, subject to the approval of such procedures by the Court;

(g) Hold hearings, subpoena witnesses to compel their appearance, administer oaths, examine any person under oath and compel any person to subscribe to their testimony after it has been correctly reduced to writing, and in connection therewith require the production of any books, papers, records or other documents which he considers relevant to the inquiry;

(h) Collect all debts and moneys due and claims belonging to Defendant HealthFirst, wherever located, which in the judgment of the Liquidator are economically feasible to collect. For this purpose, the Liquidator may do any of the following:

(i) Institute timely actions in other jurisdictions, in order to forestall garnishment and attachment proceedings against such debts;

(ii) Do such other acts as are necessary or expedient to collect, conserve or protect Defendant HealthFirst's assets or property, including the power to sell, compound, compromise or assign debts for purposes of collection upon such terms and conditions as the Liquidator considers best;

(iii) Pursue any creditors' remedies available to enforce such creditors' claims;

(i) Conduct public or private sales of the property of Defendant HealthFirst.

(j) Use assets of the estate of Defendant HealthFirst to transfer policy obligations to a solvent assuming insurer, if the transfer can be arranged without prejudice to applicable priorities under R.C. 3903.42;

(k) Acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with, any property of Defendant HealthFirst at its market value or upon such terms and conditions as are fair and reasonable. The Liquidator may execute, acknowledge and deliver any and all deeds, assignments, releases and other instruments necessary or proper to effectuate any sale of property or other transaction in connection with the liquidation;

(l) Borrow money on the security of Defendant HealthFirst's assets or without security and to execute and deliver all documents necessary to that transaction for the purpose of facilitating the liquidation;

(m) Enter into such contracts as are necessary to carry out this Order of Liquidation, and to affirm or disavow any contract to which Defendant HealthFirst is a party;

(n) Continue to prosecute and to commence in the name of Defendant HealthFirst or in his own name any and all suits and other legal proceedings, in this state or elsewhere, and to abandon the prosecution of claims he considers unprofitable to pursue further;

(o) If Defendant HealthFirst is dissolved under R.C. ~~3903.20~~, to apply to any court in this state or elsewhere for leave to substitute himself for Defendant HealthFirst as plaintiff;

(p) Prosecute any action which may exist on behalf of the policyholders, creditors, members, or shareholders of Defendant HealthFirst against any officer of Defendant HealthFirst or any other person;

(q) Remove any or all records and property of Defendant HealthFirst to the offices of the Liquidator or to such other place as may be convenient to the purposes of efficient and orderly administration of the liquidation;

(r) Deposit in one or more banks in this state such sums as are required for meeting current administration expenses;

(s) Invest all sums not currently needed, unless the Court orders otherwise;

(t) File any necessary documents for record in the office of any recorder of deeds or record office in this state or elsewhere where property of Defendant HealthFirst is located;

(u) Assert all defenses available to Defendant HealthFirst as against third persons, including, but not limited to, statutes of limitations, statute of frauds and the defense of usury. A waiver of any defense by Defendant HealthFirst after a complaint in liquidation has been filed does not bind the Liquidator;

(v) Exercise and enforce all the rights, remedies and powers of any creditor, shareholder, policyholder, including any power to avoid any transfer or lien

that may be given by the general law and that is not included under R.C. 3903.26 to R.C. 3903.28;

(w) Enter into agreements with any receiver, conservator, rehabilitator, liquidator, or superintendent of any other state relating to the rehabilitation, liquidation, conservation or dissolution of an insurer doing business in both states;

(x) Exercise all powers now held or hereafter conferred upon receivers, conservators, rehabilitators, or liquidators by the laws of this state not inconsistent with the provisions of R.C. 3903.01 to 3903.59;

(y) Take title and possession of all HealthFirst's securities deposited by Defendant HealthFirst within the Ohio Department of Insurance and other state Directors of Insurance or other public officials; and

(z) The enumeration of the above described powers and authority of the Liquidator shall not be construed as a limitation upon him, nor shall it exclude in any manner his right to do such other acts not herein specifically enumerated, or otherwise provided for, as may be necessary or appropriate for the accomplishment of or in aid of the purpose of liquidation.

9) The Liquidator is hereby granted and given all powers and authority under any and all statutes and under the common law of this state authorizing the appointment of Insurance Liquidators, and, particularly, be and thereby is granted and given all powers and authority in R.C. Chapter 3903, including, without limitation, those enumerated herein.

10) All officers, directors, trustees, employees, brokers, agents, reinsurers of Defendant HealthFirst, attorneys representing HealthFirst and/or its policyholders or any other person, firm, association, partnership, corporation or other entity with authority over or in charge of any aspect of Defendant HealthFirst's affairs, including but not limited to, insurers, brokers, agents, trusts, banks, savings and loan associations, financial or lending institutions, stock or mutual associations, reinsurers and any parent, holding company, subsidiary or affiliated corporation or any other representative acting in concert with Defendant HealthFirst, shall cooperate with the Liquidator in the performance of his duties. The directive "to cooperate" shall include, but not be limited to, a duty to do both of the following as required by law:

(a) Reply promptly in writing to any inquiry from the Liquidator requesting such a reply; and

(b) Make available to and deliver to the Liquidator any books, accounts, documents, agreements, records, legal/litigation files, information or property of, or pertaining to, Defendant HealthFirst in his possession, custody or control.

11) No policyholder, officer, director, employee, consultant, attorney, parent, subsidiary or affiliated corporation, partner, agent, reinsurer, representative of Defendant HealthFirst or any other person acting in concert with Defendant HealthFirst, shall obstruct or interfere with the Liquidator in the conduct as his duties as Liquidator, and these persons are hereby restrained, except under the

express authorization of the Liquidator or by the further order of this Court, from doing, operating and conducting the business of insurance of Defendant HealthFirst under any charter, permit, license, agreement, power or privilege, belonging to or heretofore issued by or to said Defendant HealthFirst, and from in any manner conducting, doing or engaging in the business of insurance on behalf of Defendant HealthFirst.

12) All persons, as generally described in the immediately preceding paragraph, are hereby enjoined and restrained from dealing with or permitting to be done any action which might waste or dispose of the property or assets of Defendant HealthFirst; from disposing of, using, transferring, selling, assigning, canceling, hypothecating or concealing in any manner or in any way, any books, records, legal/litigation files, equipment, money, accounts receivable, stocks, bonds, assets, notes, funds or any other property or other assets of Defendant HealthFirst, whether real, personal or mixed, or of any kind or nature, wherever situated, including any claims or causes of action that Defendant HealthFirst might have against any firm, person, association or corporation, belonging to, owned by, or in the possession of, or claimed by Defendant HealthFirst; and disposing of any account, debt, deposit, share account, trust account, or any other asset owned, owed to, or held for the benefit of Defendant HealthFirst, or any other account held individually, jointly, or severally, for Defendant HealthFirst whether such account, debt, deposit, share account, trust account, or any other assets owned or held for

such Defendant in the name of or for the benefit of Defendant HealthFirst or under any other name.

13) All officers, directors, employees, agents, servants, attorneys, reinsurers, or representatives of Defendant HealthFirst and those acting in concert with Defendant HealthFirst, shall, by sworn written statement, upon the request of the Liquidator, inform the Liquidator of the nature, description and location of all assets or other property of Defendant HealthFirst not located on the premises of Defendant HealthFirst including, but not limited to, all bank accounts, safe deposit boxes, safes, stock certificates, bonds, certificates of deposit, cash, security, legal/litigation files or any other property, real, personal, or mixed, and these persons are specifically ordered and enjoined from disposing of, using or concealing in any manner or in any way the assets, books, property, records, legal/litigation files or reports of Defendant HealthFirst except under the expressed authorization of the Liquidator or by the further order of this Court.

14) All banks, savings and loan associations, trust companies, agents, attorneys or any other persons, firms, corporations, associations, reinsurers, depositories, employers, unions, brokerage houses, welfare trusts, or other legal entities, are hereby enjoined and restrained as follows:

(a) From disposing of, using, releasing, transferring, withdrawing, allowing to be withdrawn or concealed in any manner or in any way the property or assets of the Defendant HealthFirst, of any kind or nature whatsoever, wherever situated, or from disposing of any account, debt, deposit, share account, trust

account, or any other asset owned, owed to or held for the benefit of, Defendant HealthFirst or any account, debt, share account, trust account, or other assets owned or held individually, jointly or severally, for Defendant HealthFirst, whether such account, debt, deposit, share account, trust account, or any other asset owned or held for such Defendant, in the name of or for the benefit of said Defendant or under any other name, except under the express written authorization of the Liquidator or by the further order of this Court;

(b) From doing anything, directly or indirectly, to prevent the Liquidator from acquiring all books, documents, legal/litigation files or records which are the property or assets of Defendant HealthFirst, and/or have been ordered to be tendered to the Liquidator by the provisions of this order or other order of this Court, under whatever name such books, documents, legal/litigation files or records may be filed or found or wheresoever such books, documents, legal/litigation files or records may be found or situated; and from doing anything, directly or indirectly, to prevent the Liquidator from gaining access to, acquiring, examining or investigating all other books, documents, legal/litigation files or records pertaining to or concerning Defendant HealthFirst or its affairs, under whatever name such books, documents, legal/litigation files or records may be filed or found or wheresoever such books, documents, legal/litigation files or records may be found or situated; and

(c) From interfering in any way with the lawful acts of the Liquidator who has been appointed herein or from disposing of, converting,

dissipating, or concealing in any manner or in any way any of the assets, books, property, legal/litigation files, records or reports of Defendant HealthFirst.

15) The Liquidator shall take all steps necessary to place all bank accounts, stock certificates, securities, certificates of deposit and other financial instruments of Defendant HealthFirst into his own name as Liquidator, and shall use any accounts of Defendant HealthFirst, and shall keep a true and correct account of any and all receipts and expenditures which he shall make as Liquidator in the course of liquidation of Defendant HealthFirst.

16) All agents, brokers, premium finance companies, or any other persons responsible to Defendant HealthFirst for the payment of premium and unearned commission, as shown on the records of Defendant HealthFirst, or as might otherwise be discovered, shall pay to the Liquidator any unpaid earned premiums or unearned commissions due Defendant HealthFirst at the time of the entry of this Order.

17) All agents and brokers of Defendant HealthFirst are enjoined and restrained from returning to policyholders/insureds or premium finance companies, any money in their possession collected for premiums, and all premium finance companies which have entered into contracts to finance a premium or a policy which has been issued by Defendant HealthFirst are enjoined from returning to policyholders/insureds any such premiums or money in their possession, and such agents, brokers and premium finance companies shall turn over all such funds in their possession to the Liquidator.

18) Defendant HealthFirst and its respective officers, directors, agents and employees, attorneys and all other persons are enjoined and restrained from bringing or further prosecuting any action or claim for relief, counterclaim, set off, cross claim, third party complaint, or otherwise, at law or in equity or other proceeding against Defendant HealthFirst or the Liquidator, or in any way interfering with the Liquidator's conduct of the business of Defendant HealthFirst or from obtaining preferences, judgments, attachments, or other like liens or the making of any levy against Defendant HealthFirst or its property and assets while in possession and control of the Liquidator, or from in any way interfering with the Liquidator in his gaining possession or control of his right, title and interest to the property, books, records and all other assets of Defendant HealthFirst.

19) No civil action shall be commenced against Defendant HealthFirst or the Liquidator, whether in this state or elsewhere, nor shall any such existing action be maintained or further prosecuted after the entry of this Order.

20) The Liquidator is authorized to, upon or after this order for Liquidation, within two years or such time in addition to two years as applicable law may permit, to commence an action or proceeding on behalf of the estate of Defendant HealthFirst upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of the complaint and upon which this Order is entered. Furthermore, where, by any agreement, a period of limitation is fixed for commencing a suit or proceeding upon any claim, or for filing any claim, proof of claim, proof of loss, demand, notice or the like, or where in any

proceeding, judicial or otherwise, a period of limitation is fixed, either in the proceeding or by applicable law, for taking any action, filing any claim or pleading, and where in any such case the period has not expired at the entry of an order for liquidation, for the benefit of Defendant HealthFirst, take any such action or do any such act, required of or permitted to Defendant HealthFirst within a period of 180 days subsequent to the entry of an order for liquidation, or within such further period as is shown to the satisfaction of the court not to be unfairly prejudicial to the other party.

21) All persons, including policyholders, obligees, principals, creditors, stockholders of Defendant HealthFirst and all persons asserting claims against such policyholders, are hereby enjoined and restrained from instituting or pursuing any action or proceeding in any court or before any administrative agency, including boards and commissions administering worker's compensation or occupational diseases or similar laws of the State of Ohio or any other state, or of the United States, which seeks in any way, directly or indirectly, to contest or interfere with the Liquidator's exclusive right, title, and interest to funds recoverable under treaties and agreements of reinsurance heretofore entered into by Defendant HealthFirst as the ceding insurer.

22) All insurance policies, and other similar obligations or contracts of Defendant HealthFirst now in force, shall stand canceled as of the 30th day after an entry of liquidation, or as may otherwise be provided by R.C. 3903.19.

23) The Liquidator is hereby authorized to cancel all executory contracts, except the contracts of insurance and other similar obligations and contracts which are cancelable as provided in the immediately preceding paragraph, and all liability thereunder shall cease and be fixed as of the date of an entry of liquidation upon this complaint, except as provided in R.C. 3903.19 and 3903.37, and such impending cancellations shall not be treated as anticipatory or other breach of contracts.

24) The Liquidator shall have the power and authority under R.C. 3903.26, 3903.27 and 3903.28 to avoid fraudulent or preferential transfers.

25) The Liquidator, or any successor in office, is hereby authorized to sell, assign, and transfer the corporate charter of Defendant HealthFirst, any and all insurance licenses or certificates of authority held by Defendant HealthFirst or Defendant HealthFirst itself as a going concern, in such a method and manner as may be approved by this Court.

26) All attorneys/law firms who are either providing or have provided representation or other legal services to Defendant HealthFirst, are hereby ordered to tender over possession and control to the Liquidator within five working days, or such other period as may be approved by the Liquidator, from the receipt of a notice of any order which may arise from this complaint, all legal/litigation files and all other pleadings, memoranda, discovery, motions, notes, photographs, videotapes, physical evidence, property, documents, records, reports and files

which are in their possession or control and which are related to the providing of representation or other legal services to Defendant HealthFirst.

27) All third persons dealing with interest in real property or other property of Defendant HealthFirst are charged with notice of this order as provided in R.C. 3903.18(A).

28) The Liquidator is directed to give or cause to be given notice of this Liquidation Order as required by R.C. 3903.22.

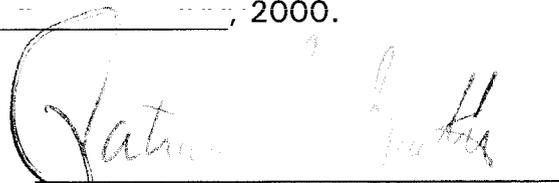
29) Upon the issuance of this Order, the rights and liabilities of Defendant HealthFirst and of its policyholders, creditors and all other parties interested in the estate of Defendant HealthFirst shall become fixed as of the date of this Order, except as provided in R.C. 3903.37.

30) The Liquidator is hereby authorized to do all other things permitted by law to effectuate the Liquidation of Defendant HealthFirst.

31) This court requests that full faith and credit be given to this order in all actions or proceedings pending or hereinafter commenced outside of the state of Ohio involving Defendant HealthFirst.

32) This court shall retain jurisdiction in this matter for the purpose of granting such other and further relief as the nature of this matter or the interests of the policyholders, creditors, stockholders or the public may require.

IT IS SO ENTERED THIS _____ DAY OF _____, 2000.


PATRICK MCGRATH, JUDGE

APPROVED:

SPECIAL COUNSEL TO
ATTORNEY GENERAL
BETTY MONTGOMERY


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