



The reasons supporting this Motion are set forth in the accompanying memorandum.

Respectfully submitted,

MARC DANN  
Attorney General, State of Ohio

By Outside Counsel:  
KEGLER BROWN HILL & RITTER, CO., L.P.A.

By: R. Kevin Kerns

R. Kevin Kerns (0021781)  
Richard W. Schuermann, Jr. (0032546)  
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*Attorneys for Liquidator of Renaissance Health  
Plan, Inc.*

## MEMORANDUM IN SUPPORT

Pursuant to R.C. 3903.18(A), the Liquidator has the title and right to “all of the property, contracts, and rights of action” of Renaissance Health Plan, Inc. (“Renaissance”). Pursuant to R.C. 3903.21(A)(12)-(13), the Liquidator is empowered to commence and/or prosecute actions on behalf of Renaissance and on behalf of its creditors, shareholders and policyholders. The Liquidator is further empowered under R.C. 3903.21(A)(6)(b) to “sell, compound, compromise or assign debts for the purposes of collection upon such terms as he considers best.” In addition, the Liquidator has the power under R.C. 3903.21(A)(6)(b) to compromise claims of the estate “upon such terms and conditions as he considers best.”

R.C. 3903.18(A) provides that an order to liquidate shall direct the Liquidator to administer the estate “under the general supervision of the court.” Accordingly, Paragraph 35 of the Liquidation Order states that “[t]his Court shall retain jurisdiction in this case for the purpose of granting such other and further relief as the nature of this case or the interest of the policyholders, creditors, stockholders or the members of the public may require.”

Ohio courts recognize the “broad and discretionary equitable powers” that the General Assembly delegated to the Superintendent acting in the capacity as a liquidator. *Fabe v. Prompt Finance, Inc.* (1994), 69 Ohio St.3d 268, 274. The Ohio Supreme Court has also held that a court should not substitute its judgment for that of the Liquidator absent a finding of fraud or abuse of discretion by the Liquidator. *Ratchford v. Proprietors’ Insurance Co* (1989), 47 Ohio St. 3d 1, 6-7. “The obvious intent of such a statutory scheme is to give the liquidator sole authority to prosecute or abandon all legal rights of action that inure to the benefit of the insurer[.]” *Boedecker v. Rogers* (1999), 140 Ohio App.3d 11, 24. The federal courts under the Bankruptcy Code have established guidelines for court evaluation of a settlement, which cases

can afford limited guidance to the matter now before this Court. For example, in *In re Energy Cooperative, Inc.*, 886 F.2d 921, 927 (7th Cir. 1989), the court stated that “[t]he benchmark for determining the propriety of a bankruptcy settlement is whether the settlement is in the best interests of the estate.” Indeed, the Liquidator strives to obtain settlements that are in the best interest of the estate.

On January 29, 2003, the Liquidator filed an adversary complaint in the Franklin County, Ohio Common Pleas Court in a case captioned *Ann H. Womer Benjamin, Superintendent of the Ohio Department of Insurance v. M. Daniel Splain, et al.*, Case No. 03CVH01-01075 (“the Renaissance Case”), as amended on April 22, 2003, alleging negligence and breach of fiduciary duty, and seeking to avoid or recover from the Individual Defendants alleged preferential and/or fraudulent transfers from Renaissance to health care providers, among other claims.

The parties have now reached a resolution resolving all issues between them. The Settlement Agreement resolves all the claims asserted in the Renaissance Case, and provides for the dismissal of the Renaissance Case with prejudice. The Liquidator believes that settlement of the claims, pursuant to the terms contained in the Settlement Agreement, is in the best interests of the liquidation estate. To make this determination, the Liquidator considered the complexity of the legal and factual issues, the numerous issues and claims, the likelihood of recovery and the uncertainty of litigation. Further, the Liquidator took into account the costs of prosecuting complex litigation, including legal fees and the burden of litigation upon the Liquidator.

In light of these considerations, it is respectfully requested that this Court issue an Order approving the attached Settlement Agreement between the parties.

An Order is attached hereto for the Court's consideration and approval.

Respectfully submitted,

MARC DANN  
Attorney General, State of Ohio

By Outside Counsel:  
KEGLER BROWN HILL & RITTER, CO., L.P.A.

By: R. / Kevin Kerns

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rschuermann@keglerbrown.com  
*Attorneys for Liquidator of Renaissance Health  
Plan, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing MOTION FOR ORDER APPROVING SETTLEMENT was served via regular U.S. mail this 8<sup>th</sup> day of April 2008 upon the following:

Keith Shumate  
Squire Sanders & Dempsey L.L.P.  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215-6197  
*Attorneys for Defendants Randall S. Anderson,  
Russell Brown, Patrick S. Caruso, M. Daniel  
Splain, and Elizabeth Stolkowski*

George L. McGaughey, Jr.  
Lucy K. O'Shaughnessy  
McDonald, Hopkins, Burke & Haber Co., L.P.A.  
2100 Bank One Center, 600 Superior Avenue, E  
Cleveland, OH 44114-2653  
*Attorneys for Defendants Thomas W. Courtney,  
Jr., James Petras, Emile Geisenheimer, and  
William E. Hunt*

John C. McDonald  
Schottenstein, Zox & Dunn  
250 West Street  
Columbus, Ohio 43215-2538  
*Attorneys for Defendants Renato J. Suntay, Philip  
S. Hehir, and Trigg James*

Donald A. Antrim  
Buckingham, Doolittle & Burroughs, LLP  
191 West Nationwide Boulevard  
Columbus, Ohio 43215-3506  
*Attorney for Renaissance Health System, Inc.*



---

R. Kevin Kerns

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**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (hereinafter referred to as "Agreement") is entered into by and between Mary Jo Hudson in her capacity as the Superintendent of the Ohio Department of Insurance pursuant to Ohio Rev. Code § 3901.011 (hereinafter referred to as "Regulator"), and Mary Jo Hudson, Superintendent of the Ohio Department of Insurance, in her capacity as Liquidator of Renaissance Health Plan, Inc. (hereinafter referred to as "Liquidator"), on the one hand, and Randall S. Anderson, Russell Brown, Patrick S. Caruso, Thomas W. Courtney, Jr., Philip S. Hehir, William E. Hunt, Emile Geisenheimer, Trigg D. James, James Petras, M. Daniel Splain, Elizabeth Stolkowski and Renato Suntay (hereinafter collectively referred to as "the Individual Defendants"), and Renaissance Health Systems, Inc. ("RHS"), on the other hand, and executed as of \_\_\_\_\_, 2007 ("the Execution Date"). The above parties are hereinafter collectively referred to as "the Parties."

**WHEREAS**, Renaissance Health Plan, Inc. ("RHP") is an Ohio-domiciled health insuring corporation now in liquidation pursuant to an Order of Liquidation and Appointment of Liquidator entered on November 6, 2002 by the Franklin County, Ohio Common Pleas Court in a case captioned *J. Lee Covington II, Superintendent of the Ohio Department of Insurance v. Renaissance Health Plan*, Case No. 02CVH-08-9275 (hereinafter referred to as "the RHP Liquidation Case");

**WHEREAS**, J. Lee Covington II is the former Superintendent of the Ohio Department of Insurance who was appointed Liquidator of RHP pursuant to Ohio Revised Code § 3903.18 and the Order of Liquidation and Appointment of Liquidator entered in the RHP Liquidation Case;

**WHEREAS**, Ann H. Womer Benjamin succeeded J. Lee Covington II as the Superintendent of Insurance and Liquidator of RHP effective January 6, 2003;

**WHEREAS**, Mary Jo Hudson succeeded Ann H. Womer Benjamin as the Superintendent of Insurance and Liquidator of RHP effective January 8, 2007;

**WHEREAS**, RHS is a Delaware holding company and parent of RHP;

**WHEREAS**, prior to the liquidation of RHP, the Individual Defendants served at various times either as officers and/or directors of RHP and/or RHS;

**WHEREAS**, on or about January 29, 2003 the Liquidator filed a complaint in the Franklin County, Ohio Common Pleas Court in a case captioned *Ann H. Womer Benjamin, Superintendent of the Ohio Department of Insurance, in her capacity as Liquidator of Renaissance Health Plan, Inc. v. M. Daniel Splain, et al.*, Case No. 03CVH01-01075 (hereinafter referred to as "the Litigation"), as amended on April 22, 2003, alleging, *inter alia*, that RHS and each of the Individual Defendants are liable for alleged negligence, alleged breaches of fiduciary duty, alleged failures to properly calculate and report in statutory financial reports filed with the Ohio Department of Insurance RHP's incurred but not reported claims liabilities and reserves,

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and the alleged insolvency or deepening insolvency of RHP; and, further seeking, *inter alia*, to avoid and recover from the Individual Defendants allegedly preferential and/or fraudulent transfers from RHP to The MetroHealth System, The Cleveland Clinic Foundation and other providers of RHP; and further alleging, *inter alia*, that RHS breached a certain guaranty;

**WHEREAS**, RHS and the Individual Defendants deny the material allegations of the Liquidator in the Litigation, deny all liability and vigorously dispute the relief sought in the Litigation;

**WHEREAS**, on February 3, 2003, Russell Brown filed a proof of claim with the Liquidator as Liquidator Claim No. 80000170 in the amount of \$13,545.68 (hereinafter referred to as "the Brown POC"); and

**WHEREAS**, the Parties now wish to enter into this Agreement to avoid the expense, inconvenience, distraction and uncertainty of protracted litigation and to completely resolve all disputes with respect to the claims which have been asserted or which might have been asserted by or against the Liquidator in the Litigation or in the RHP Liquidation Case on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual releases and agreements of the Parties and matters set forth herein, the sufficiency of which is hereby acknowledged, and subject to the condition that the Approval Order defined in section 2 below is entered by the Franklin County Court of Common Pleas and is not further appealed or, if appealed, not reversed on appeal, the Parties do hereby covenant and agree as follows:

**§1. Recitals Incorporated**

The recitals and prefatory phrases and paragraphs set forth above in this Agreement are hereby incorporated in full by reference into this Agreement and made a part of this Agreement.

**§2. Court Approval**

Prior to and as a condition precedent to the enforceability of this Agreement by the Parties, after the Execution Date, the Liquidator shall file a motion for approval of this Agreement (including all exhibits) with the Court in the RHP Liquidation Case, (the "Liquidation Court"), which motion shall request the approval and entry of the Approval Order attached hereto and incorporated herein by reference as Exhibit A. The Liquidator shall serve the motion upon counsel for RHS, and the Individual Defendants. The Liquidator will also issue notice of the motion in accordance with the relevant provisions of the "Renaissance Health Plan, Inc. Notice of Liquidation Order, Deadline for Filing Proofs of Claim, and Continuous Hearings" issued in the RHP liquidation proceedings. Entry of the Approval Order attached hereto and incorporated herein by reference as Exhibit A, or similar order ("Approval Order"), without further appeal, or if appealed without reversal on appeal, is also a condition precedent to settlement under this Agreement, and payment of the settlement amount as described in Section 3.

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**§3. Execution and Payment**

Within twenty (20) business days of the Approval Order having been entered by the Liquidation Court and either the appeal time has expired or if appealed, the appeal has been completed without reversal, a payment in the amount of \$4,500,000.00 (Four million, five hundred thousand dollars and no cents) will be made to the Liquidator by Executive Risk Indemnity, Inc. on behalf of RHS and the Individual Defendants, by check made payable to *Renaissance Health Plan, in Liquidation* (hereinafter referred to as the "Payment"). The Liquidator shall provide to listed counsel for RHS and the Individual Defendants, a time stamped copy of the Approval Order entered by the Liquidation Court within five (5) business days of it being entered by the Liquidation Court.

**§4. Dismissal of the Litigation**

Upon the Liquidator's receipt of the funds comprising the Payment and successful negotiation of the check representing the Payment, the Liquidator shall immediately file in the Litigation an Agreed Order Of Dismissal With Prejudice, in the form attached hereto and incorporated herein by reference as Exhibit B.

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**§5. Mutual Release**

The Liquidator, on her own behalf and on behalf of her predecessors, successors and assigns and on behalf of RHP and its policyholders, shareholders, claimants, creditors and assigns, and the Regulator, on her own behalf and on behalf of her predecessors, successors and assigns, hereby finally and forever release, acquit and discharge Randall S. Anderson, Russell Brown, Patrick S. Caruso, Thomas W. Courtney, Jr., Philip S. Hehir, William E. Hunt, Emile Geisenheimer, Trigg D. James, James Petras, M. Daniel Splain, Elizabeth Stolkowski, Renato Suntay and RHS, as well as each of their respective past, present and future directors, officers, trustees, employees, shareholders, members, parent companies, subsidiaries, affiliates, predecessors, successors, estates, trusts, insurers, attorneys, heirs and assigns, of and from any and all past, present and future claims, counterclaims, demands, actions, causes of action, judgments, indebtedness, obligations, costs, attorneys' fees, losses, damages, sums of money, injunctions, temporary restraining orders, liabilities, disputes, and controversies of any kind or nature or description whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, direct or indirect, asserted or unasserted, at law or in equity, which arise out of or relate in any way to RHP or RHS, including but not limited to all claims that were asserted, or that could have been asserted, in or related to the Litigation or the RHP Liquidation Case or in any other action or proceeding wherever situated (hereinafter referred to as "the RHP Released Claims"); provided, however, that claims arising out of this Agreement are not so released. Notwithstanding the foregoing, (a) the RHP Released Claims do not in any way release or limit the right or power of the Regulator or any of her successors to review and take into consideration the actions and involvement of the Individual Defendants and RHS relating to RHP or RHS for purposes of considering any regulatory action, including but not limited to the approval of any future requests or applications regarding regulated insurance entities or business in Ohio, and (b) the RHP Released Claims shall not be used in a proceeding relating to a determination or denial of a proof of claim filed against RHP.

Randall S. Anderson, Russell Brown, Patrick S. Caruso, Thomas W. Courtney, Jr., Philip S. Hehir, William E. Hunt, Emile Geisenheimer, Trigg D. James, James Petras, M. Daniel Splain, Elizabeth Stolkowski, Renato Suntay, and RHS, each on their own behalf and each on behalf of their respective past, present and future directors, officers, trustees, employees, shareholders, members, parent companies, subsidiaries, affiliates, predecessors, successors, estates, trusts, attorneys, and assigns, hereby finally and forever release, acquit and discharge each other and further hereby finally and forever release, acquit and discharge the Liquidator, her predecessors and successors, the Regulator and her predecessors and successors, and RHP, and each of their respective past, present and future deputies, agents, supervisors, employees, contractors and attorneys, of and from any and all past, present and future claims, counterclaims, demands, actions, causes of action, judgments, indebtedness, obligations, costs, attorneys' fees, losses, damages, sums of money, injunctions, temporary restraining orders, liabilities, disputes, proofs of claim and controversies of any kind or nature or description whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, direct or indirect, asserted or unasserted, at law or in equity, which arise out of or relate in any way to RHP or RHS, including but not limited to all claims that were asserted, or

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that could have been asserted, in or related to the Litigation or the RHP Liquidation Case or in any other action or proceeding wherever situated (hereinafter referred to as "the Defendants' Released Claims"); provided, however, that claims arising out of this Agreement are not so released. Accordingly, any proofs of claim filed against the RHP Liquidation Case by or on behalf of RHS or any of the Individual Defendants are hereby released and are therefore withdrawn from consideration, including but not limited to the Brown POC.

The RHP Released Claims and the Defendants' Released Claims shall hereinafter be collectively referred to as "the Released Claims".

**§6. Covenant Not to Sue**

The Liquidator, on her own behalf and on behalf of her predecessors, successors and assigns and on behalf of RHP and the policyholders, shareholders, claimants and creditors of RHP, and the Regulator, on her own behalf and on behalf of her predecessors, successors and assigns, each hereby covenant and agree not to sue, or file an arbitration demand, or any other claim against RHS, any of the Individual Defendants and/or any of their respective past, present and future directors, trustees, officers, employees, shareholders, members, partners, parent companies, subsidiaries, affiliates, predecessors, successors, estates, trusts, insurers, attorneys, heirs and assigns respecting any of the Released Claims. Notwithstanding the foregoing, this Covenant Not to Sue will not apply to a proceeding relating to a determination or denial of a proof of claim filed against RHP.

RHS and the Individual Defendants hereby covenant and agree not to sue, or file an arbitration demand, or any other claim against each other, the Liquidator, the Regulator, RHP and/or any of their respective past, present and future deputies, agents, supervisors, officers, employees, contractors, insurers, attorneys, policyholders, shareholders, claimants, creditors, representatives and assigns respecting any of the Released Claims.

**§7. Representations and Warranties**

The Liquidator represents and warrants that: (a) the execution, delivery and performance of this Agreement by the Liquidator on behalf of herself and on behalf of RHP and the policyholders, claimants and creditors of RHP has been duly authorized by all required corporate, statutory and legal action and is within the power and authority of the Liquidator and RHP; (b) that she shall hereafter seek to obtain the Liquidation Court's approval to this Agreement; and (c) that, if the Liquidation Court approves this Agreement, and subject to the performance of the remaining parties to this Agreement, this Agreement shall become a valid and binding agreement of the Liquidator and RHP on behalf of RHP and the policyholders, claimants and creditors of RHP, enforceable in accordance with its terms.

The Regulator represents and warrants that she, as the Superintendent of the Ohio Department of Insurance, has the power and authority to execute, deliver and perform the portions of this Agreement related to the Regulator.

RHS represents and warrants that it has no assets.

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Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entity or persons on whose behalf it is indicated that the person is signing.

**§8. No Known Existing Lawsuits and Representation of No Future Action**

The Liquidator represents and warrants that she is not aware of any existing claims, complaints, lawsuits or arbitrations that she or her predecessor filed or asserted referencing or relating to RHP or RHS as of the date of the execution of this Agreement. The Liquidator further represents and warrants that she shall not file or assert any further claims, complaints, lawsuits or institute any arbitrations against any third parties on behalf of RHP, based upon any activities relating to or referencing RHP or RHS, that occurred prior to the date RHP was placed into liquidation. This representation and warranty does not apply to any proceeding relating to a determination or denial of a proof of claim filed against RHP, or the determination of any administrative claim in the liquidation of the estate. The Liquidator shall provide to listed counsel for RHS and the Individual Defendants a copy of the Settlement Agreement involving RHP and MetroHealth Medical Center.

**§9. Non-Assignment of Claims by Liquidator**

The Liquidator represents and warrants that the Liquidator is the sole owner of the claims released herein and that neither the Liquidator nor RHP has assigned or otherwise transferred to any other person, entity, or agency any right to assert any claims of any kind or character against RHS or any of the Individual Defendants.

**§10. Litigation Expenses**

With respect to the Litigation, the Parties hereto shall each bear their own respective attorneys' fees, expenses and other costs.

**§11. Entire Agreement**

This Agreement embodies the entire agreement and understanding of the Regulator, the Liquidator, RHS, and the Individual Defendants with respect to the matters contained herein. There are no promises, representations, warranties, covenants, conditions, or undertakings by and between the Regulator, the Liquidator, RHS, and the Individual Defendants other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between and among the Regulator, Liquidator, RHS, and the Individual Defendants with respect to the matters contained herein.

**§12. Waiver, Severability and Amendment**

No delay or omission by any Party to exercise or enforce any of its rights under this Agreement shall operate as a waiver of that or any other right under this Agreement. A waiver or consent hereunder given by any party on any one occasion shall be in writing and shall be

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effective only in that instance and shall not be construed as a bar or waiver of any right or remedy on any other occasion.

This Agreement shall not be amended, modified, altered or changed, except by a written agreement signed by each of the Parties and that specifically refers to this Agreement.

If any provision of this Agreement, or its application to any person, Party or circumstance, is held invalid, the remainder of this Agreement and its application to all other persons, parties and circumstances shall not be affected adversely thereby, unless the provision or provisions held invalid or inapplicable will, if not enforced, substantially impair the benefits and fairness of the remaining Agreement.

**§13. Headings**

The Parties agree and acknowledge that all headings contained in this Agreement are used solely for convenience and are not to be interpreted as part of this Agreement.

**§14. Binding Effect**

Contingent upon the Liquidation Court's approval of this Agreement, this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the Parties and their respective successors, agents, trustees, insurers, executors and assigns. In the event that the Liquidation Court denies the Approval of this Agreement, this Agreement shall be null and void.

**§15. Notices, Payments and Other Communications**

All notices, requests, claims, demands and other communications shall be in writing and shall be given or made by delivery in person, by nationally recognized overnight courier service, by facsimile (except for the Payment), or by registered or certified mail (postage prepaid, return receipt requested) to the Parties hereto at the following addresses and fax numbers (or at such other address for a Party hereto as shall be specified in a notice given in accordance with this Section):

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if to the Liquidator to:

Douglas L. Hertlein  
Chief Deputy Liquidator  
Renaissance Health Plan  
1366 Dublin Road  
Columbus, OH 43215  
Facsimile: 614-487-9418

R. Kevin Kerns, Esq.  
Kegler, Brown, Hill & Ritter  
65 East State Street, Ste. 1800  
Columbus, OH 43215  
Facsimile: 614-464-2634

if to the Regulator:

Mary Jo Hudson  
Superintendent, Ohio Dept of Insurance  
2100 Stella Court  
Columbus, OH 43215  
Facsimile: 614-485-6301

if to the Individual Defendants:

Randall S. Anderson  
c/o Keith Shumate, Esq.  
Squire Sanders & Dempsey, LLP  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Facsimile: 614-365-2499

Russell Brown  
c/o Keith Shumate, Esq.  
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1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
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c/o Robert H. Nichols, Esq.  
Schottenstein, Zox & Dunn  
250 West Street  
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Columbus, Ohio 43216-5020  
Facsimile: 614-462-5135

William Hunt  
c/o George L. McGaughey, Jr., Esq.  
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Emile Geisenheimer  
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M. Daniel Splain  
c/o Keith Shumate, Esq.  
Squire Sanders & Dempsey, LLP  
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Columbus, Ohio 43215  
Facsimile: 614-365-2499

Elizabeth Stolkowski  
c/o Keith Shumate, Esq.  
Squire Sanders & Dempsey, LLP  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Facsimile: 614-365-2499

Renato Suntay  
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Facsimile: 614-462-5135

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if to Renaissance Health Systems to:

Renaissance Health Systems  
c/o Donald A. Antrim, Esq.  
Buckingham Doolittle & Burroughs, LLP  
191 W. Nationwide Boulevard  
Suite 300  
P.O. Box 151120  
Columbus, Ohio 43215-8120  
Facsimile: 614-221-8590

if to Executive Risk Indemnity, Inc. to:

Ronald P. Schiller  
DLA Piper  
One Liberty Place, 1650 Market Street, Suite 4900  
Philadelphia, Pennsylvania 19103  
Facsimile: 215-606-3330

**§16. No Admission**

It is expressly understood and agreed that this settlement is a compromise of disputed claims. It is further expressly understood and agreed that the amount paid in settlement is reasonable and that this Agreement shall not be construed as, or deemed to be evidence of an admission or concession of any fault or liability or damage whatsoever on the part of any party to this Agreement.

**§17. Governing Law; Jurisdiction; Venue; Counterparts**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action regarding this Agreement or its enforcement shall be maintained in the Liquidation Court and the Parties so consent to specific jurisdiction and venue in such court only for such limited enforcement purpose. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any Party's signature to this Agreement may be made via facsimile.

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In witness whereof, the Parties have executed this Agreement as of the dates written below.

Mary Jo Hudson, Superintendent, Ohio  
Department of Insurance in her capacity  
as Liquidator of Renaissance Health Plan, Inc.

\_\_\_\_\_  
By: Douglas L. Hertlein, Chief Deputy Liquidator

Date: \_\_\_\_\_

Mary Jo Hudson, Superintendent, Ohio  
Department of Insurance, in her capacity as Regulator

\_\_\_\_\_  
Mary Jo Hudson, Regulator

Date: \_\_\_\_\_

\_\_\_\_\_  
Randall S. Anderson

Date: \_\_\_\_\_

\_\_\_\_\_  
Russell Brown

Date: \_\_\_\_\_

\_\_\_\_\_  
Patrick S. Caruso

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas W. Courtney, Jr.

Date: \_\_\_\_\_

\_\_\_\_\_  
Philip S. Hehir

Date: \_\_\_\_\_

\_\_\_\_\_  
William E. Hunt

Date: \_\_\_\_\_

\_\_\_\_\_  
Emile Geisenheimer

Date: \_\_\_\_\_

\_\_\_\_\_  
Trigg D. James

Date: \_\_\_\_\_

\_\_\_\_\_  
James Petras

Date: \_\_\_\_\_

\_\_\_\_\_  
M. Daniel Splain

Date: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Stolkowski

Date: \_\_\_\_\_

\_\_\_\_\_  
Renato Suntay

Date: \_\_\_\_\_

Renaissance Health Systems, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

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Executive Risk Indemnity, Inc. joins herein only for purposes of accepting the payment obligation set forth in §3 above on behalf of RHS and the Individual Defendants.

Executive Risk Indemnity, Inc.

\_\_\_\_\_ Date: \_\_\_\_\_

By:

Its:



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County, Ohio, and any other claims that the Liquidator and Individual Defendants and RHS may have, one against the other, are fully and finally resolved.

The Court has reviewed the Motion and the proposed settlement agreement attached thereto ("Settlement Agreement") and finds as follows:

1. Adequate prior notice and an opportunity to be heard on the matters herein was given to all creditors of RHP and all other interested persons as identified in the Settlement Agreement and as set forth in the relevant provisions of the "Renaissance Health Plan, Inc. Notice of Liquidation Order, Deadline for Filing Proofs of Claim, and Continuous Hearings" approved in this proceeding on November 6, 2002.

2. Having heard no objections, the Court has determined that it has jurisdiction to decide the Motion and approve a settlement of the matters as set forth in the Settlement Agreement.

3. The settlement as set forth in the Settlement Agreement is lawful, fair and reasonable to the parties and to the creditors and other interested persons, and is in the best interest of the liquidation estate of Renaissance Health Plan, Inc. (the "Estate").

4. The Settlement Agreement has been made and entered into in good faith between the parties.

Now, therefore, it is hereby ORDERED that:

1. The Motion is GRANTED, the Settlement Agreement is incorporated herein and made a part hereof by reference, and the Settlement Agreement is hereby ratified and approved.

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2. Nothing in this Order is meant to suggest and shall not be used in any way to show or establish that any creditor of RHP or other person has any liability, is a tortfeasor, or is otherwise responsible for any alleged losses of RHP, its creditors and policyholders, the public or the Estate.

3. There is no just reason for delay and final judgment shall be entered on this Order.

IT IS SO ORDERED.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patrick E. Sheeran, JUDGE

APPROVED:

\_\_\_\_\_  
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Richard W. Schuermann, Jr. (0032546)  
Charles R. Dyas, Jr. (0034369)  
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Signed this \_\_\_\_ day of \_\_\_\_\_, 2007.

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John Bender, JUDGE

**APPROVED AND AGREED TO:**

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Charles R. Dyas, Jr. (0034369)  
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