

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CASE NO. CV-2003-006630

SAM JOHNSON, and CITY OF)
BIRMINGHAM RETIREMENT)
AND RELIEF SYSTEM, for themselves,)
individually and on behalf of a class of all)
others who are similarly situated,)
)
Plaintiffs,)
vs.)
CAREMARK Rx, L.L.C.; AMERICAN)
INTERNATIONAL GROUP, INC.; NATIONAL UNION)
FIRE INSURANCE COMPANY OF PITTSBURGH,)
PA.; AIG TECHNICAL SERVICES, INC.; and)
AMERICAN INTERNATIONAL SPECIALTY LINES)
INSURANCE COMPANY,)
Defendants.)

**PROOF OF CLAIM AND RELEASE
(FORM "B")**

GENERAL INSTRUCTIONS

1. You must complete and sign this Proof of Claim and Release (Form "B") (the "**Proof of Claim and Release**") in order to:

- a. Recover as a member of the Class (a "**Class Member**"); or
- b. Recover as a representative (a "**Representative**") on behalf of a Class Member, including a Class Member that is an entity, trust, estate, a natural person under the age of 19 (a "**Minor**") or those (a) not of sufficient mental capacity to appreciate the effect of what he or she is doing in making a contract, (b) who is not able to exercise his or her will with reference thereto, and (c) who has no reasonable perception or understanding of the nature and terms of the contract (an "**Incompetent**"),

based on the proposed Settlement in the above-referenced litigation (the "**Litigation**").¹ "**Claimants**" are all such **Class Members** and Representatives.

2. If you fail to file a valid and timely Proof of Claim and Release the claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

3. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the proposed Settlement of the Litigation.

4. YOU MUST DELIVER YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE ON OR BEFORE **SEPTEMBER 30, 2016**.

For purposes of delivering Proofs of Claim and Release, delivery shall be effective (i) upon personal delivery, if delivered by hand, (b) on the day transmitted on-line to the website identified below, (c) on the date postmarked if transmitted via the United States Postal Service, or (d) on the next business day, if sent by prepaid overnight courier service

You may mail your completed and signed Proof of Claim and Release to:

AIG-Caremark Class Action
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

¹ Unless otherwise defined herein, all capitalized terms used in this Proof of Claim and Release shall have the same meanings as set forth in the Stipulation and Agreement of Settlement described in the introductory paragraph of the Settlement Class Notices to which this Proof of Claim and Release (Form "B") is an attachment.

Alternatively, you may submit your completed and signed Proof of Claim and Release online at www.aig-caremarkclassaction.com.

If you are not a Class Member or Representative of a Class Member do not submit a Proof of Claim and Release.

5. This specific Proof of Claim and Release (Form "B") is intended solely for those Class Members who did not file (or whose predecessor did not file) a claim in 1999 in the MedPartners Securities Litigation.

6. If, prior to signing and submitting this Proof of Claim and Release, you have questions about whether you filed a claim in the MedPartners Securities Litigation, you may contact the Claims Administrator at:

AIG-Caremark Class Action
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
Toll Free: 1-888-564-1149
Email: info@aig-caremarkclassaction.com

7. If you wish to receive your proportionate share of the proposed \$310 million Settlement of the current Litigation, fill in, personally sign, either electronically or with your handwritten signature, and submit this Proof of Claim and Release.

Must Be Postmarked
or Received No Later
Than September 30, 2016

CXK



Official
Office
Use
Only

IN THE CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
Johnson et al. v. Caremark Rx., L.L.C.
CASE NO. CV-2003-006630

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

I. CONTACT INFORMATION

1. Personal Contact Information for Individual Adult Class Member:

First Name	M.I.	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Primary Address

Continuation of Primary Address

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

Email Address

Area code Telephone number (home)
 — —

Area code Telephone number (work)
 — —

Area code Telephone number (mobile)
 — —

Last four digits of Class Member's Social Security
Number or Tax Identification Number

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP	<input type="radio"/> BE	<input type="radio"/> FL	<input type="radio"/> OP	MM / DD / YYYY	FOR CLAIMS PROCESSING ONLY
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SCHEDULE OF TRANSACTIONS IN MEDPARTNERS SECURITIES

A. Number of shares of MedPartners common stock held at the close of trading on October 29, 1996:

Grid for entering the number of shares held at the close of trading on October 29, 1996.

Proof Enclosed? Y N

B. Purchase or acquisitions of MedPartners common stock between October 30, 1996 and January 7, 1998, inclusive:

PURCHASES table with columns for Trade Date(s) of Shares, Number of Shares Purchased or Acquired, Total Purchase or Acquisition Price, and Proof of Purchase Enclosed?.

C. Sales of MedPartners common stock between October 30, 1996 and January 7, 1998, inclusive:

SALES table with columns for Trade Date(s) of Shares, Number of Shares Sold, Total Sales Price, and Proof of Sales Enclosed?.

D. Number of shares of MedPartners common stock held at the close of trading on January 7, 1998:

Grid for entering the number of shares held at the close of trading on January 7, 1998.

Proof Enclosed? Y N

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND FILL THIS CIRCLE: YOUR SIGNATURE ON PAGE 8 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.



SCHEDULE OF TRANSACTIONS IN MEDPARTNERS SECURITIES

PURCHASES/REPURCHASES

E. I made the following purchases/repurchases of options on MedPartners common stock during the period from October 30, 1996 through January 7, 1998, inclusive:

Date(s) of transaction (List Chronologically) (MM/DD/YY)	Number of option contracts acquired	Expiry Date (MM/YY)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
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SALES/WITTEN

F. I made the following sales/written options on MedPartners common stock between October 30, 1996 and January 7, 1998, inclusive:

Date(s) of transaction (List Chronologically) (MM/DD/YY)	Number of option contracts acquired	Expiry Date (MM/YY)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE,

WRITE YOUR NAME ON THE COPY AND FILL THIS CIRCLE:

IF YOU DO NOT FILL IN THIS CIRCLE THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

YOUR SIGNATURE ON PAGE 8 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.



SCHEDULE OF TRANSACTIONS IN MEDPARTNERS SECURITIES

G. Purchase or acquisitions of MedPartners TAPS between September 15, 1997 and January 7, 1998, inclusive:

PURCHASES		Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Purchase Enclosed?
Trade Date(s) of Shares (List Chronologically)	Number of Shares Purchased or Acquired		
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H. Sales of MedPartners TAPS between September 15, 1997 and January 7, 1998, inclusive:

SALES		Total Sales Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Sales Enclosed?
Trade Date(s) of Shares (List Chronologically)	Number of Shares Sold		
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I. Number of shares of MedPartners TAPS held at the close of trading on January 7, 1998: [][][][][][][][][] Proof Enclosed? Y N

J. If you tendered common shares of Talbert to MedPartners during the period of August 20, 1997 and September 19, 1997, inclusively as follows:

M M / D D / Y Y Y Y	Number of Shares
[][] / [][] / [][][][]	[][][][][][][][][]

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND FILL THIS CIRCLE:

IF YOU DO NOT FILL IN THIS CIRCLE THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

YOUR SIGNATURE ON PAGE 8 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.



III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement dated as of May 27, 2016, described in the Settlement Class Notices. I (We) also submit to the jurisdiction of the Circuit Court of Jefferson County, Alabama, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation, including but not limited to the releases set forth in the Stipulation. I (We) agree to furnish additional information to Class Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim in this Litigation and know of no other Person having done so on my (our) behalf.¹

IV. DEFINITIONS

As set forth in the Stipulation, the following terms have the following meanings:

1. "Released Claims" means and includes any and all manner of claims, causes of action, cross-claims, counterclaims, suits, demands, actions, rights, charges, liabilities, losses, obligations, and controversies of any kind, nature, or description whatsoever, whether known or unknown, accrued or unaccrued, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, direct or derivative, including "Unknown Claims" as defined in this Agreement, whether class, individual, representative, or otherwise in nature, whether arising in law or equity or under any statute, regulation, ordinance, contract, or otherwise, for damages, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, whenever incurred, or for declaratory relief, or for injunctive or other equitable relief, whether federal, state or otherwise, and in whatever forum, that (a) have been asserted or could have been asserted in the Class Action by or on behalf of the Releasing Persons, or any of them, against any of the Released Persons; (b) relate in any way to the facts, circumstances, transactions, events, occurrences, disclosures, statements, omissions, acts, failures to act, or other matters which were or could have been alleged, raised or referred to in the Class Action; (c) relate in any way to the facts, circumstances, transactions, events, occurrences, disclosures, statements, omissions, acts, failures to act, or other matters which were or could have been alleged in or as a result of the MedPartners Securities Litigation, including the defense and settlement of the MedPartners Securities Litigation; or (d) relate in any way to the litigation or settlement of this Class Action, including any claim that the Settlement herein was fraudulently induced, was the product of suppression, or was in any other way affected by any misrepresentation or omission whatsoever made (or not made) or asserted to have been made (or not made) by or on behalf of Defendants.

2. "Released Persons" means each of the Defendants, as well as (a) all of their respective current or former predecessors, successors-in-interest, parents, subsidiaries and Affiliates; (b) all current or former shareholders, partners, members, controlling Persons, directors, managers, representatives, agents, officers, directors, employees of any of such persons (or spouses thereof); (c) any entity in which any one or more Defendants or any member(s) of one or more Defendant's immediate family has or have a controlling interest; (d) all assigns or transferees of any of the Persons or entities named or referenced in clauses (a)-(c); and (e) any Person who is acting or has acted for or on behalf of any of the Persons named in clauses (a)-(d), including any current or former financial advisors, consultants, commercial bankers, investment bankers, accountants, insurers, reinsurers, or attorneys, and any officers, directors, controlling Persons, and employees of any of such Persons, as well as their respective successors and assigns.

3. "Releasing Persons" means, individually and collectively (a) the Plaintiffs and (b) the Plaintiff Class and each Class Member thereof, in each case in clauses (a) – (b), on behalf of themselves and any of their respective past, present, or future officers, directors, stockholders, agents, employees, legal representatives, partners, associates, trustees, parents, subsidiaries, divisions, Affiliates, spouses, heirs, executors, administrators, personal representatives, counsel (including Class Counsel and Attorney for Former Intervenor), and purchasers, and (c) predecessors, successors, or assigns of any of the Persons identified in clauses (a)-(b), in each case regardless of whether the Class Member submits any Proof of Claim or receives any payment pursuant to any claims process that may be established and approved by the Court. In the case of a Class Member that is an Employee Benefit Plan (or a fiduciary acting on behalf of an Employee Benefit Plan), the terms of this Agreement shall bind the Employee Benefit Plan and all Persons who may have any claim by reason of their relationship with the Employee Benefit Plan, including all of its fiduciaries, beneficiaries, and participants.

4. "Unknown Claims" means any and all Released Claims against the Released Persons that a Releasing Person does not know or suspect to exist in his, her, or its favor as of the Final Order Date, which if known by the Releasing Person might have affected his, her, or its decision(s) with respect to the Settlement.

V. RELEASE

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, settle, release, relinquish, and discharge with prejudice to the fullest extent permitted by law all of the Released Claims against each and all of the Released Persons.

¹ The filing of a Proof of Claim and Release in the MedPartners Securities Litigation Settlement in 1999 does not count for purposes of this statement.



I (We) hereby acknowledge that I (we) shall forever be barred and enjoined from commencing, instituting, or prosecuting a class action or any other action or proceeding in any court of law or equity, arbitration tribunal, or other forum of any kind, directly, representatively, derivatively, or in any other capacity, asserting any Released Claims against any of the Released Persons.

I (We) hereby agree and covenant not to sue any of the Released Persons with respect to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Person related in any way to any Released Claims.

I (We) hereby acknowledge that I (we) may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, I (we) fully, finally, and forever settle and release any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

I (We) hereby acknowledge that I (we) have waived the provisions, rights and benefits of Cal. Civ. Code § 1542 or any federal, state or foreign law, rule, regulation or common-law doctrine that is similar, comparable, equivalent or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, 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."

I (We) irrevocably waive and expressly release the Released Persons from any claim that the Settlement herein was fraudulently induced, was the product of suppression, or was in any other way affected by any misrepresentation or omission whatsoever made or asserted to have been made by or on behalf of Defendants in this action.

VI. CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that, by executing this certification, I (we) acknowledge that all of the foregoing information provided on this Proof of Claim and Release is accurate, and I (we) agree to be bound by the release set forth above and all orders entered in the Litigation.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

- 1. Please sign the above release and declaration.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. **Do not send** originals of certificates.
- 5. Keep a copy of your claim form and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. **Do not use red pen or highlighter** on the Proof of Claim Form or supporting documentation.

THIS PROOF OF CLAIM FORM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN SEPTEMBER 30, 2016, ADDRESSED AS FOLLOWS:

AIG-Caremark Class Action
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
Toll Free: 1-888-564-1149
Email: info@aig-caremarkclassaction.com



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