

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST**

**If you purchased any of these annuities in California on or before
November 5, 2008:**

**Midland National Life Insurance Company's
Bonus 5, Bonus 10, Bonus 11, Legacy Bonus 11,
Legacy Bonus Select, or Veridian Plus**

-- or --

**North American Company for Life & Health Insurance's Bonus 10,
Market Choice III, Market Choice Bonus,
Heritage Max, or Heritage Bonus**

**you may get monetary payments or benefits from a proposed class
action settlement.**

The California Superior Court authorized this notice. It is not a solicitation from a lawyer.

- A proposed settlement will provide settlement benefits for these annuity purchasers, with a value estimated by the parties of not less than \$45 million, to be distributed among approximately 6,983 purchasers and their beneficiaries. You do not have to take any action to be eligible to receive settlement benefits, but actions you take concerning your annuity may affect the amount and type of benefit you receive under the agreement.
- The settlement resolves a lawsuit over whether Midland and North American failed to properly disclose the charges for withdrawals from the annuities and improperly reduced returns on the annuities to recoup the costs of premium bonuses promised to purchasers and commissions paid to sales agents. Midland and North American have denied any wrongdoing and there has been no finding of liability or wrongdoing by the Court. The two sides disagree about whether the plaintiffs would have won at trial, and if they had, the relief, if any, that would have been awarded to the class.
- The Court-appointed lawyers for purchasers of these annuities will ask the Court for \$11.17 million to be paid separately by Midland and North American as attorneys' fees and costs for investigating the facts, litigating the case up to trial, and negotiating the settlement. The requested fees and costs, if awarded, will not reduce the settlement benefits to you.
- Your legal rights are affected whether or not you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS:

Do Nothing and Receive Settlement Benefits	You do not have to do anything to be able to receive settlement benefits, but actions you take may affect the amount and type of benefit you receive under the agreement
Object	Write to the Court about why you do not like the settlement
Go to a Hearing	Ask to speak in Court about the fairness of the settlement
Consult With Your Own Attorney	You do not have to hire an attorney, but you have the right to do so if you want to

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Settlement benefits will be available only if the Court approves the settlement and any possible appeals are resolved. Please be patient.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
THE PROPOSED SETTLEMENT OF THIS CLASS ACTION
LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.**

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BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased an annuity from either Midland National Life Insurance Company (the Midland Bonus 5, Bonus 10, Bonus 11, Legacy Bonus 11, Legacy Select, or Veridian Plus) or North American Company for Life and Health Insurance (the North American Bonus 10, Heritage Max, Heritage Bonus, Market Choice III, or Market Choice Bonus) while a resident of California, age 65 or older, and on or before November 5, 2008.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, the payments and benefits provided for by the settlement will be distributed. You can follow the progress of the settlement and the Court approval process by periodically contacting the settlement administrator. See, "Getting More Information", pp. 15-16.

The Court in charge of this case is the Superior Court for the State of California, County of Los Angeles, Central Civil West Courthouse, and the case is known as *Peterman, et al., v. North American Company for Life and Health Insurance and Midland National Life Insurance Company*, Case No. BC357194. The people who sued are called "Plaintiffs", and the companies they sued are called, "Defendants."

2. What is this lawsuit about?

The lawsuit claimed, among other things, that Defendants, Midland National Life Insurance Company ("Midland") and North American Company for Life and Health Insurance ("North American") misled senior citizen annuity purchasers about the charges for taking money out of these companies' annuities and about the way in which returns on the annuities are credited. Midland and North American deny that they did anything wrong.

More specifically, the lawsuit claimed that Midland and North American failed to adequately disclose to purchasers surrender charges, the effect of "interest adjustments" which can decrease the amount payable on withdrawals from the annuities, and practices affecting interest credits. The lawsuit also claimed that Midland and North American failed to adequately disclose and concealed from annuity purchasers that Defendants planned to lower the returns on the annuities to recoup the high commissions paid to sales agents and the cost of bonuses promised to purchasers, effectively shifting these costs from Defendants to purchasers. Midland and North American deny these claims.

The lawsuit makes these claims only with respect to following annuity policies, purchased by California residents age 65 or older, on or before November 5, 2008: Midland's Bonus 5, Bonus 10, Bonus 11, Legacy Bonus 11, Legacy Select, and Veridian Plus, and North American's Bonus 10, Heritage Max, Heritage Bonus, Market Choice III, and Market Choice Bonus.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives (in this case, senior citizens, Jeanette M. Peterman, Richard H. McCann, Jorge S. Javier, and Susan M. Vaughn) bring a lawsuit on behalf of other people who have similar claims. If a court determines that treating the case as a class action is appropriate by “certifying” the class, all these other people become part of the Class as Class members. One court resolves the issues for all Class members, except those who excluded themselves from the Class. California Superior Court Judge Carolyn B. Kuhl is in charge of this class action. Midland and North American deny that certification of the class was appropriate in this case.

4. Why is there a settlement?

The lawsuit did not go to trial and most issues were never decided by the Court or a jury in favor of either side. Instead, both sides agreed to a settlement. That way the parties avoid the costs and uncertainties of a trial and the costs, uncertainties, and delays of likely appeals following trial, so that the Class can obtain benefits upon final approval of the settlement.

The Class Representatives and the lawyers for the Class think that the settlement is best for all Class members. The Court has *preliminarily* determined that the settlement is fair to the Class, meaning that it falls within the range of possible final approval so that it is appropriate to send this notice to the Class about the settlement. The Court will only finally determine whether the settlement is fair to the Class and whether to approve the settlement after the Class members have had notice and a fair opportunity to make their views known about the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or receive benefits from this settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the settlement?

The Court has previously decided that everyone who fits the following description is a Class member:

All persons who, while California residents and age 65 or older, and on or before November 5, 2008, purchased one or more of the following annuity products from Midland National Life Insurance Company or North American Company for Life and Health Insurance: Bonus 5, Bonus 10, Bonus 11, Legacy Bonus 11, Legacy Select, Veridian Plus, NA Bonus 10, Market Choice Bonus, Heritage Bonus, Heritage Max, Market Choice III.

Excluded from the Class are the Defendants in this action, and their officers and employees.

You are receiving this notice because Midland and North American have preliminarily determined that the person identified in the mailing address is a member of the Class.

6. Are there exceptions to being included?

You are not a Class member if you are an officer or employee of Midland or North American.

You are also not a Class member if you previously submitted a timely and valid request to exclude yourself from the Class. On January 9, 2009, a notice was mailed to the Class, including notice that each Class member had the right to submit a written request to exclude himself or herself from the Class, and describing the steps to do so. The deadline for requesting exclusion was February 20, 2009. Any person who submitted a timely and valid request for exclusion is not a Class member.

Because each Class member has already had an opportunity to exclude himself or herself from the Class, there is no second opportunity to opt out from the Settlement at this time.

7. I'm still not sure if I am included?

If you are still not sure whether you are included in the Class, you can ask for free help. You can contact the settlement administrator by mail, toll-free telephone, e-mail, or via the settlement website. This contact information appears below. See, "Getting More Information", pp. 15-16.

If you are not sure whether you purchased one of the listed annuities, you can review your personal files. Your annuity application, the "Statement of Annuity Benefit Information" included in the delivery packet for your annuity when it was delivered, (p.1, beneath the document title), or your annual annuity statements (p. 1, in the document title), may specify the name of the annuity you purchased. If you are not sure *when* you purchased your annuity, the "Specifications Page" of your annuity lists an "Issue Date" in the upper right hand corner.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Midland and North American have agreed to provide settlement benefits to be divided among approximately 6,983 Class members and their beneficiaries, with an estimated value of not less than \$45 million. In addition, although they deny they did anything wrong, Midland and North American have agreed to modify their future marketing and sales procedures, to avoid certain practices which Plaintiffs claim were improper or unlawful.

9. What will my individual settlement benefits be?

The benefits that will be available to you will depend on which category (or categories) below apply to you. For each category, the settlement benefits available under the settlement are summarized. The full description of the settlement benefits appears in Article III of the "Settlement and Release Agreement" ("Settlement Agreement"). The Settlement Agreement determines the rights and obligations of the parties, including but not limited to the settlement benefits. To the extent that this Notice conflicts with or contradicts any provision of the Settlement Agreement, the Settlement Agreement governs for all purposes. You can get a copy of the Settlement Agreement from the settlement administrator, upon request, at no cost to you. You may request a copy by mail, toll-free telephone, or e-mail. You may also view and download a copy on the settlement website. See, "Getting More Information", pp. 15-16.

Category 1: Past Surrender Charges

This category applies to any Class member who incurred surrender charges and "interest adjustments" prior to December 14, 2009, when withdrawing money from his or her annuity. It applies to both full surrenders and partial withdrawals.

A Class member in this category will receive a 100% refund of the combined effect, if negative, of all surrender charges and "interest adjustments" applied prior to December 14, 2009 as a result of any partial or full withdrawal of funds from the annuity.

Category 2: Active Annuities in Deferral

This category applies to any Class member who has an annuity which is in-force and in deferral at the time when distribution of settlement benefits commences, (at the earliest, 21 days after final settlement approval, but in some cases later). An in-force annuity is "in deferral" if the Class member has not yet started to receive periodic payments from the annuity under a pay-out plan and no death benefit has become payable. Benefits under this category may be limited for Class members who were age 90 or older as of December 14, 2009 because of other benefits which may be available under Category 6, below. If you were age 90 or older as of December 14, 2009, make sure to also review the limitations described in Category 6 below.

A Class member in this category will receive a credit to his or her annuity account equal to 6.7% of the annuity's Accumulation Value as of December 14, 2009. The credit will be treated as additional premium received from you for the annuity, except that it will not be eligible for any bonus based on premium received. In other respects, the credit to your account will be subject to the terms of your annuity contract. The credit will earn interest at the rate being paid on additional premium received for other policies in the same category as yours until the next policy anniversary, when the amount of the credit and the interest thereon will be reallocated to your annuity accounts according to your most recent instructions.

Category 3: Annuitized Annuities

This category applies to any Class member who has annuitized his or her annuity prior to the time for distribution of settlement benefits (at the earliest, 21 days after final settlement

approval, but in some cases later). An annuity has been “annuitized” if the Class member has started to receive periodic payments from the annuity under a pay-out plan.

A Class member in this category will receive a 4.0% increase in all periodic payments under the applicable pay-out plan, both past and future. No increased payments will be provided, however, with respect to any payments attributable to additional premium (or bonus or interest earned on additional premium) received on or after December 14, 2009. With respect to the past, the additional payment amount will be paid as a lump sum.

Category 4: Interim Surrenders

This category applies to any Class member who has an annuity that was in-force and in deferral as of December 14, 2009, but was fully surrendered prior to the time for distribution of settlement benefits (at the earliest, 21 days after final settlement approval, but in some cases later).

A Class member in this category will receive a lump sum payment equal to the difference in the amount paid to the Class member upon full surrender, and the amount which would have been paid upon full surrender if the Accumulation Value had been increased at the time of surrender by 6.7% of the Accumulation Value that existed on December 14, 2009.

Category 5: Annuities Terminated Upon Death

This category applies to any Class member whose death prior to the time for distribution of settlement benefits (at the earliest, 21 days after final settlement approval, but in some cases later) caused a death benefit to become payable under the annuity, unless the surviving spouse has elected to continue the annuity in deferral (except as described below) or the beneficiary has annuitized or elected to annuitize the policy in lieu of receiving a lump sum payment.

The beneficiary (as designated for the annuity) of a Class member will receive a lump sum payment equal to \$220.00 for the first annuity contract year (or any fraction of a year), plus 0.14% of the Accumulation Value at the time of death multiplied by the number of years from the start of the second annuity contract year to the date of death. If there are multiple beneficiaries designated in the annuity, they will share in this settlement payment according to the allocation specified for the death benefit.

This category will also provide a benefit with respect to policies that were continued in deferral by a surviving spouse but were fully surrendered prior to December 14, 2009. In such cases, the Defendants will make a settlement payment to such surviving spouse as if the surviving spouse had died on the date of such surrender transaction and the Accumulation Value on that date had been distributed as a death benefit. The amount of the settlement payment shall be calculated in a manner consistent with the calculation in the preceding paragraph.

Category 6: Class Members Age 90 or Older as of December 14, 2009

This category applies to any Class member who was age 90 or older as of December 14, 2009, and whose annuity was in-force and in deferral as of December 14, 2009.

A Class member in this category is entitled to a waiver of the combined effect, if negative, of all surrender charges and “interest adjustments” applied upon any full surrender of his or her

annuity on or after December 14, 2009, and upon any partial surrender occurring on or after January 1, 2011, subject to the limitations described in the next paragraph.

If a Class member in this Category 6 requests a full surrender on or before December 31, 2010, he or she is not entitled to get benefits under both Category 2 (the 6.7% Accumulation Value credit) and this Category 6 (surrender charge waiver), but will receive only the benefit which is the greater of the two. If the Class member in this Category 6 requests a full or partial surrender on or after January 1, 2011, the Class member is entitled to get benefits under both Category 2 and this Category 6.

The surrender charge and “interest adjustment” provisions of the annuity will continue to apply to any Accumulation Value attributable to premium received on or after December 14, 2009.

Important Notes About Individual Settlement Benefits:

1. No settlement benefits of any nature will be available if the settlement does not receive Court approval and that approval becomes final.
2. Settlement benefits apply separately to each annuity. If a class member has more than one annuity fitting the class definition, settlement benefits are separately determined and available for all such annuities.
3. The settlement benefits that are available to you will be paid without interest.

HOW YOU GET A SETTLEMENT BENEFIT

10. How can I get a settlement benefit?

You do not have to do anything to qualify to receive settlement benefits if the settlement is approved by the Court and becomes final. You do not need to submit any claim form or request for settlement benefits. You do not need to file anything with the Court. You do not need to appear at any hearing. However, the amount and type of benefit you receive may be affected by actions you take regarding your annuity.

If you are a legal representative of a class member or any person receiving a settlement benefit and you need to request that a settlement benefit be reissued in a different name, you may be required to provide sufficient proof of your authority to act on behalf of the class member.

11. When will I receive my settlement benefits?

The Court will hold a fairness hearing on March 2, 2010, to decide whether to approve the settlement. The earliest possible date on which settlement benefits will be applied is March 23, 2010, (twenty-one days after the fairness hearing). The earliest possible date for distribution of any lump sum settlement payment is April 13, 2010, (forty-two days after the fairness hearing).

If there are objections to the settlement or if settlement approval is challenged on appeal by an objector, the dates for distribution of settlement benefits can be substantially delayed. If you wish

to do so, you can follow the progress of the settlement and the Court approval process by periodically contacting the settlement administrator. See, "Getting More Information", pp. 15-16.

12. What have I given up by being a Class Member in the case?

If the settlement becomes final, you will give up the right to start a lawsuit, to continue with an ongoing lawsuit, or to be part of any other lawsuit against Defendants and certain other parties relating to the facts alleged or the claims asserted in this case.

The exact description of what you will give up and what you will not give up under the settlement is known as the "release" and is part of the written Settlement Agreement between Plaintiffs and Defendants. You can get a copy of the Settlement Agreement from the settlement administrator, upon request, at no cost to you. You may request a copy by mail, toll-free telephone, or e-mail. You may also view and download a copy on the settlement website. See, "Getting More Information", pp. 15-16. Please consult Article IX of the Settlement Agreement for the full text of the release.

Regardless of the outcome of settlement approval, being a Class member means that the Court's orders, and any outcome in this lawsuit, apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

The Court has previously appointed the law firms of:

Gianelli & Morris, 626 Wilshire Boulevard, Suite 800, Los Angeles, CA 90017
Telephone: (213) 489-1600, Facsimile: (213) 489-1611

Ernst & Mattison, 1020 Palm Street, San Luis Obispo, CA 93401
Telephone: (805) 541-0300, Facsimile: (805) 541-5168

Law Offices of Ronald A. Marron, 3636 4th Avenue, Suite 202, San Diego, CA 92103
Telephone (619) 696-9006, Facsimile (619) 564-6665

to represent you and the other Class members. These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to hire your own lawyer, however, you have the right to do so at your own expense.

The parties and their attorneys cannot give tax advice to the Class members, including concerning whether any of the settlement benefits are subject to taxation. Class Counsel will, however, upon request, assist by explaining any aspect of this litigation or settlement to a Class member's tax professional or attorney, so that fully informed tax decisions can be made on the Class member's behalf.

14. How will the lawyers be paid?

The settlement provides separately for payment of attorneys' fees and litigation expenses by Defendants. No Class member will be required to pay any attorneys' fees and litigation expenses to Class Counsel.

At the fairness hearing, Class Counsel will ask the Court to approve payment by Defendants of up to \$10,720,000.00 in attorneys' fees and \$450,000.00 in out-of-pocket litigation expenses for their work during the more than three years this lawsuit has been ongoing, and to approve Class Counsel's agreement for dividing these fees among themselves. The fees awarded would pay these lawyers for investigating the facts and law, fully litigating the lawsuit up to the trial date, and negotiating the settlement. The amount of fees and expenses to be awarded is determined by the Court, and the Court may award less than these amounts.

Class Counsel will also ask the Court to approve payment by Defendants of \$20,000.00 for each Class Representative for their services on behalf of the Class. Again, the amount to be awarded is determined by the Court, and the Court may award less than this amount.

Defendants have agreed not to oppose payment up to these amounts for Class Counsel and the Class Representatives, and have agreed to pay these amounts if awarded by the Court. Defendants will also pay all reasonable costs of administering the settlement.

The amount of attorneys' fees, litigation expenses, administration costs, and compensation for the Class Representatives that may be awarded and paid by Defendants does not in any way impact or reduce the amount of the settlement benefits for the Class or any Class Member. The amounts awarded will be Class Counsel's and Class Representatives' sole compensation for their services. The Class will not be required under any circumstances to pay any additional amounts. Please consult Article V of the Settlement Agreement for further information.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the settlement?

If you are a Class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. Plaintiffs and Defendants have a right to respond to your objections. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in the Peterman Class Action. Your letter must include the following information:

1. The case name and title, "Peterman, et al. v. North American Company for Life & Health Insurance, et al., Los Angeles Superior Court Case No. BC357194";
2. Your name, address, and telephone number;
3. Why you object (the factual and legal reasons for your objection);
4. Whether you have ever objected to a class action settlement in any other lawsuit;

5. The terms of any agreement you have made with any other person or party concerning sharing any amounts, including any attorneys' fees, which you may recover as a result of your objection.

If you are represented by an attorney concerning your objection, your letter must also include the following information:

6. Your attorney's name, address, and telephone number;
7. Whether your attorney has ever objected to a class action settlement in any other lawsuit;
8. The payment terms of your fee agreement with your attorney;
9. The terms of any fee-sharing or referral fee agreement you and/or your attorney has made with any other person or party, including any other lawyer or law firm, related to your objection.

If you or your attorney has ever objected to another class action settlement, you must provide the following additional information:

10. The case name, case number, case title, and name of the court, for all other class actions in which you have objected to a proposed settlement;
11. The case name, case number, case title, and name of the court, for all other class actions in which your attorney has objected to a proposed settlement;
12. The general nature and outcome of each such objection.

If you want to present evidence at the fairness hearing, your letter must also identify any witness or witnesses you plan to present and you must enclose true and correct copies of any records or documents you plan to present.

Mail one copy of your objection to the Court, and three copies of your objection to the settlement administrator, at the addresses below. **TO BE CONSIDERED, YOUR OBJECTION MUST BE POSTMARKED NO LATER THAN FEBRUARY 9, 2010.**

Court	Settlement Administrator
Clerk of the Court Los Angeles Superior Court Central Civil West Courthouse 600 South Commonwealth Avenue Los Angeles, CA 90005	Peterman Class Action Gilardi & Co., LLC Post Office Box 8060 San Rafael, CA 94912-8060

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing, called a "fairness hearing", to decide whether to approve the settlement. You may attend and speak at this hearing, but you are not required to do so.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at 10:00 a.m. on March 2, 2010, in Department 323 of the Superior Court of California for the County of Los Angeles, Central Civil West Courthouse. The Court is located at 600 South Commonwealth Avenue, Los Angeles, California 90005.

Sometimes, a Court will change the scheduled date for a hearing to a later date. If this occurs, the changed hearing date will be posted on the settlement website. You can also contact the settlement administrator by toll-free telephone or e-mail to confirm the fairness hearing date if you plan to attend. If you have submitted a request to speak at the hearing, you will be sent written notice of any changed hearing date.

At this fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate for the Class. If there are objections, the Court will consider them at this hearing. The Court will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel and whether to approve Class Counsel's agreement for the division of any fees awarded among themselves. After the hearing, the Court will decide whether to finally approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the fairness hearing?

No. Class Counsel and Counsel for the Defendants will answer any questions the Court may have. But, you are welcome to come to the hearing if you wish, at your own expense. If you submit an objection to the settlement, you do not have to come to the fairness hearing to talk about it. As long as you submitted your objection on time and in the manner described in this notice, the Court will consider your objection at the fairness hearing. You may also pay your own lawyer to attend the fairness hearing, but it is not necessary to do so.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing, or to present evidence at the fairness hearing, by following the instructions in this section. You are not required, however, to attend or speak at the fairness hearing.

If you have submitted an objection on time and in the manner described in this notice, you may ask the Court for permission to speak in support of that objection. You must first submit a timely written objection in the manner described in this notice. You will not be permitted to speak in support of an objection to the settlement if you have not first submitted a written

objection. You may also ask the Court for permission to speak at the fairness hearing in support of the settlement, although it is not necessary to do so.

If you wish to speak at the fairness hearing, you must send a letter requesting to appear at the fairness hearing in the Peterman Class Action. Your letter must include the following:

1. The case name and title, “Peterman, et al. v. North American Company for Life & Health Insurance, et al., Los Angeles Superior Court Case No. BC357194”;
2. Your name, address, and telephone number;
3. Your attorney’s name, address, and telephone number (if applicable);

If you want to present evidence at the fairness hearing, your letter must also identify any witness or witnesses you plan to present and you must enclose true and correct copies of any records or documents you plan to present.

Mail one copy of your letter (and enclosures, if applicable) to the Court, and three copies to the settlement administrator, at the addresses below. **TO BE CONSIDERED, A REQUEST FOR PERMISSION TO SPEAK AND/OR PRESENT EVIDENCE AT THE FAIRNESS HEARING MUST BE POSTMARKED NO LATER THAN FEBRUARY 9, 2010.**

Court	Settlement Administrator
Clerk of the Court Los Angeles Superior Court Central Civil West Courthouse 600 South Commonwealth Avenue Los Angeles, CA 90005	Peterman Class Action Gilardi & Co., LLC Post Office Box 8060 San Rafael, CA 94912-8060

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be eligible to receive any settlement benefits to which you are entitled. If the settlement is approved and becomes final, you will receive those settlement benefits. You will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Midland or North American, and certain other parties ever again relating to the facts alleged or the claims asserted in this case. The full text of the “release”, describing the claims you will give up if the settlement becomes final, appears in Article 9 of the Settlement Agreement.

If the settlement is not approved, the settlement will become null and void, you will receive no settlement benefits, and the lawsuit will proceed.

Regardless of the outcome of settlement approval, being a Class Member means that the Court’s orders, and any outcome in this lawsuit, apply to you and legally bind you.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes key provisions of the proposed settlement. As noted above, complete information can be found in the Settlement Agreement. You can get a copy of the Settlement Agreement from the settlement administrator, upon request, without any cost to you. You may request a copy of the Settlement Agreement by toll free telephone, e-mail, or regular mail. You may also view and download the Settlement Agreement on the settlement website.

Here is the settlement administrator's contact information for requesting a copy of or viewing and downloading the Settlement Agreement:

SETTLEMENT ADMINISTRATOR CONTACT INFORMATION	
By Mail	Peterman Class Action Gilardi & Co, LLC Post Office Box 8060 San Rafael, CA 94912-8060
By Toll-Free Telephone	1-866-780-8830
By E-Mail	classact@gilardi.com
Website	www.Gilardi.com/NorthAmerican

21. How do I get more information?

You can write, toll-free telephone, or e-mail the settlement administrator about any questions you may have, using the contact information above. The settlement administrator can answer many questions and can provide certain key documents from the Court's file in this lawsuit, upon request, at no cost to you, including the Settlement Agreement and the Court's order preliminarily approving the settlement. The settlement administrator's hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time. The settlement administrator's offices will be closed on February 15, 2010. After hours, you can leave a message and you will receive a prompt response.

The settlement administrator will also maintain the settlement website, www.Gilardi.com/NorthAmerican, which will provide information about the lawsuit, settlement, and settlement approval process, and will make certain key documents from the Court's file in this lawsuit available for viewing and downloading.

If the settlement administrator cannot answer your inquiry to your satisfaction, it will be forwarded to the lawyers for the Class, who will personally respond to these inquiries in the order they are received, at no cost to you.

You can also view the contents of the entire public file for the lawsuit, and obtain copies (at your own expense) of documents in that file, at the Superior Court of California, County of Los Angeles, Central Civil West Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California 90005, 8:30 a.m. to 4:30 p.m., Monday through Friday, except holidays and Court furlough days, (the third Wednesday of each month).

Dated: January 5, 2010

Honorable Carolyn B. Kuhl
JUDGE OF THE SUPERIOR COURT