

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION**

ALAN S. DANIEL and)
WILLIAMSON COUNTY)
AGRICULTURAL ASSOCIATION,)
on behalf of themselves and)
all other persons similarly situated,)
)
Plaintiffs,)

v.)

AON CORPORATION, AON GROUP, INC.,)
AON SERVICES GROUP, INC.,)
AFFINITY INSURANCE SERVICES, INC.,)
K&K INSURANCE SPECIALTIES, INC.,)
K&K INSURANCE GROUP, INC.,)
(d/b/a K&K INSURANCE AGENCY, INC.),)
)
Defendants.)

Case No. 99 CH 11893

Class Action

Judge Julia M. Nowicki

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter having come before the Court on the Parties' joint motion for preliminary approval of the Agreement of Class Action Settlement and for authorization to disseminate notice to Class Members, the Court being duly advised in the premises, and being satisfied that the proposed Agreement of Class Action Settlement meets the applicable criteria for preliminary approval, the COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. This Order incorporates by reference the definitions in the Agreement of Class Action Settlement, and all capitalized terms used herein shall have the same meanings set forth in the Agreement of Class Action Settlement.
2. Pursuant to 735 ILCS 5/2-802(a), the Court amends the definition of the class previously certified by the Court on July 28, 2004 and hereby certifies that this action is certified as a class action on behalf of a class consisting of:

All U.S. Policyholder Clients who directly or indirectly employed the services of a direct or indirect subsidiary of Aon to place, renew, consult on or service insurance or other similar risk solutions products between January 1, 1994 and December 31, 2004, wherein Aon received or was eligible to receive Contingent Commissions, including consideration in the form of a bonus, commission or profit sharing (other than fixed consideration based solely upon the actual amount charged by the insurer for the insurance and earned upon the commencement of the insurance).

3. In the Court's July 28, 2004 order, the Court determined that the four prerequisites to class certification have been satisfied.

4. The Court finds that the notice to Class Members previously provided in this case was reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action, afford them an opportunity to present their objections, and make an informed decision on whether to exclude themselves from the Class.

5. Named plaintiffs Alan S. Daniel and Williamson County Agricultural Association are appointed as class representatives. Kirby McInerney & Squire, LLP, is appointed as plaintiffs' lead counsel to the class and Edward T. Joyce & Associates P.C., The Jacobs Law Firm, Chtd., and Futterman & Howard, Chtd., are appointed as executive committee counsel to the Class.

6. The proposed Agreement of Class Action Settlement involves two settlement funds. U.S. Policyholder Clients who purchased insurance between January 1, 2001 and December 31, 2004 may make a claim on the \$190 million Fund established as part of the Attorney General Settlement Agreement. U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2000, may make a claim on the Daniel Fund. The Daniel Fund consists of \$38 million plus the amount of the \$190 million Attorney General Settlement Agreement Fund that is attributed to U.S. Policyholder Clients who purchased insurance between January 1, 2001 and December 31, 2004 but who did not request a

distribution from that Fund. The amount of \$5 million of the initial \$38 million Daniel Fund shall be designated exclusively for the payment of settlement administration costs, including the cost of notice to Class Members. A U.S. Policyholder Client who purchased insurance from Aon during both periods (January 1, 1994 through December 31, 2000 and January 1, 2001 through December 31, 2004) shall be eligible to recover from both the Fund created in connection with the Attorney General Settlement Agreement and the Daniel Fund. In addition to the monetary benefits made available to Class Members, Aon also has agreed to implement certain business reforms as identified in the Agreement of Class Action Settlement.

7. Reached as a result of arm's length negotiations supervised by the Court by counsel experienced in complex litigation, the proposed settlement between the Class and Aon appears, upon preliminary review, to be sufficiently fair, reasonable, adequate and in the best interests of the class to allow notice to be disseminated to members of the Class. In making this preliminary determination, the Court has considered, among other factors: the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; the defendant's ability to pay; the complexity, length and expense of further litigation; the absence of collusion in reaching a settlement; the opinion of competent counsel; and the stage of proceedings and the substantial amount of discovery completed. Accordingly, the Court grants preliminary approval of the Agreement of Class Action Settlement. As described below, the settlement will be submitted to Class Members for their consideration and for a hearing on final approval of the settlement ("Settlement Fairness Hearing").

8. The Court expressly recognizes that the Attorney General Settlement was a result of the active litigation in this case by Class Counsel.

9. Within twenty (20) days after the date of this Order, the parties shall jointly present to the Court for approval a proposed form of notice and notice plan for providing notice to Class Members that the Court has preliminarily approved the settlement, describing the terms of the settlement, the releases set forth in the settlement, the attorneys' fees and costs sought, and providing Class Members with the opportunity to object to the settlement, including the method and deadlines for doing so (the "Notice").

10. It shall be the responsibility of Class Counsel to respond to all inquiries from Class Members as appropriate. Plaintiffs also shall be responsible for receiving written objections. Copies of any such written objections shall be provided to counsel for Defendants promptly. Plaintiffs shall provide copies of any written objections to the Court by August 27, 2005.

11. Anyone falling within the definition of the Class who previously requested to be excluded from the Class may opt in to the Class and participate in the settlement by signing a written request to be included containing the information required by the form of Notice approved by the Court. All such inclusion requests must be served by mail on or before August 19, 2005 to the address designated by Plaintiffs in the form of Notice.

12. Any Class Member or other interested party wishing to object to any aspect of the Agreement of Class Action Settlement may do so only in writing, without the necessity of retaining counsel or making any formal appearance. All written objections to any aspect of the Agreement of Class Action Settlement must be served by mail on or before August 19, 2005 to Kirby McInerney & Squire LLP, 830 Third Avenue, 10th Floor, New York, NY 10022 as described in the form of Notice. Any Class Member or other interested party, intending to appear at the Settlement Fairness Hearing in person or through his or her attorney, must notify

the Plaintiffs in writing no later than August 19, 2005 of any witnesses they intend to call to testify and any exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. Responses to any objections must be filed and served on or before September 16, 2005.

13. Class Members who failed to file a proper and timely exclusion from the settlement shall be bound by the Agreement of Class Action Settlement, including the Release contained therein and any Final Order and Judgment and shall have the opportunity to receive Settlement Benefits as described therein. Class Members who fail to file a timely and proper objection to the Agreement of Class Action Settlement have waived and forfeited and shall otherwise be barred from individually and/or separately objecting to the Settlement or any part thereof at the Settlement Fairness Hearing and shall be bound by all terms of the Agreement of Class Action Settlement, including the Release, and any Final Order and Judgment.

14. During the Settlement Fairness Hearing, the Court will separately consider a request for reasonable attorneys' fees and expenses for Class Counsel, Class Counsel will file a motion requesting the Court to award reasonable attorneys' fees and expenses, which shall be filed no later than June 20, 2005. The maximum amount of attorneys' fees and expenses requested by Class Counsel shall be disclosed in the written Notice to Class Members. Any objections to this request shall be filed no later than August 19, 2005, and any response to objections shall be filed no later than September 16, 2005. The Final Order and Judgment in this action shall include the Court's award of any attorneys' fees and expenses. Any attorneys' fees and expenses awarded to Class Counsel shall be awarded exclusively from the initial \$38 million Daniel Fund, and Aon shall not be responsible for payment of any attorneys' fees or expenses to Class Counsel or otherwise, other than as an award to Class Counsel approved by the Court from the initial \$38 million Daniel Fund.

15. The Court preliminarily approves the named plaintiffs Alan Daniel and Williamson County Agricultural Association receiving an additional payment of \$10,000 each from the Daniel Fund for their services as class representatives.

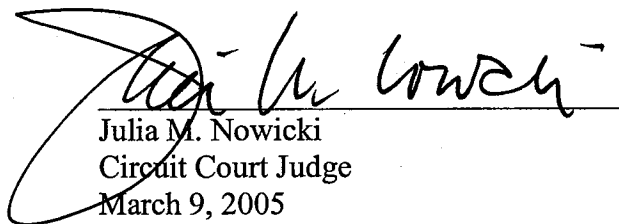
16. The Settlement Fairness Hearing shall take place on October 11, 2005 at 10:00 a.m. All members of the Class, except those who have timely filed requests for exclusion, are hereby preliminarily bared and enjoined from commencing or prosecuting any actions involving any claims either directly, representatively, derivatively or in any other capacity, against Aon relating to or arising from the subject matter or the alleged conduct giving rise to the claims in Plaintiffs' Third Amended Complaint, including but not limited to the claims and alleged conduct addressed in the Attorney General Settlement Agreement and proceedings referenced therein, as well as all other claims that have been or could have been brought in any jurisdiction relating to or arising from the conduct giving rise to Plaintiffs' claims and any related conduct regarding the procurement of and/or commissions for insurance or other risk solutions products. This preliminary injunction shall be in effect pending the final determination of whether the settlement provided for in the Agreement of Class Action Settlement should be approved by the Court.

17. This Order shall be null and void and have no further force and effect with respect to any party in this action in event that the Agreement of Class Action Settlement is terminated for any reason prior to issuance by the Court of an order finally approving the settlement; the final approval of the Agreement of Class Action Settlement is not obtained or is reversed on appeal; the settlement contemplated by the Agreement of Class Action Settlement is not concluded substantially as described in that Agreement with an order of the Court finally approving the settlement that becomes final after all appeals; or any provision contained in the

Agreement of Class Action Settlement shall for any reason be held in whole or in part to be invalid, illegal, or unenforceable in any respect and Plaintiffs or Defendants do not elect to proceed with the Agreement of Class Action Settlement without such provision. In such event, the Agreement of Class Action Settlement and this Order and all negotiations, proceedings, documents prepared and statements made in connection with the Agreement of Class Action Settlement and this Order shall be without prejudice to any party and shall not be offered or admitted into evidence. They shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose in this or any other action. All parties to this action shall stand in the same position as if the Agreement of Class Action Settlement had not been negotiated, made or filed with the Court and as if this Order had never been entered.

18. The Court retains jurisdiction over this case, the parties (including all members of the Class), and all proceedings arising out of or related to the Agreement of Class Action Settlement.

ENTERED:


Julia M. Nowicki
Circuit Court Judge
March 9, 2005

Prepared By:
Leslie M. Smith, P.C.
KIRKLAND & ELLIS LLP
ARDC No. 90443
200 E. Randolph Drive
Chicago, IL 60606