



City of Gainesville

Text File

City Hall
200 East University Avenue
Gainesville, Florida 32601

Introduced: 12/19/2005

File Number: 050757

Version: 0

Status: On Consent Agenda

..Title

Acceptance of the Voluntary Settlement Agreements from Arthur J. Gallagher & Company (B)

This item involves the acceptance of the Voluntary Settlement Agreements related to the Fund established in Illinois to repay portions of contingent commissions received by Arthur J. Gallagher & Company.

..Explanation

On May 18, 2005, Arthur J Gallagher & Company entered into an agreement with the Illinois Division of Insurance and the Illinois Attorney General to resolve issues related to the receipt of contingent commissions. Contingent commissions are additional revenues received by a broker based on such things as gross volume, new business and favorable loss experience on policies placed by the broker. The fund was established to repay portions of the contingent commissions received by Arthur J. Gallagher & Co. Many other large brokers have entered into similar agreements throughout the country. The City of Gainesville received notice from Arthur J. Gallagher & Co. that the City was eligible to receive compensation from the fund for contingent commissions received on some City-purchased insurance policies.

The total amount of the funds set aside for the City of Gainesville is \$48,277.28, and is unrelated to any other funds due to the City of Gainesville related to the over-retention of commissions. Based on conversations with the City Attorney's Office, it was determined that the City should wait until resolving the interest due on the over-retention prior to accepting the Voluntary Settlement Agreements related to the Illinois Fund. The City has tentatively reached an agreement on the interest with Arthur J. Gallagher & Co. and is now in a position to accept the Voluntary Settlement Agreements.

The City Manager and the City Attorney agree that the City should accept the Voluntary Settlement Agreements associated with the settlement fund established in Illinois. This settlement includes all claims that the City may have against Arthur J. Gallagher & Company arising out of the purchase, renewal, placement or servicing of insurance for the City.

..Fiscal Impact

The funds received through this settlement will be placed in the General Insurance Fund.

..Recommendation

The City Commission: 1) accept the Voluntary Settlement Agreements totaling \$48,277.28 from Arthur J. Gallagher & Company, and 2) authorize the City Manager or his designee to negotiate and execute the necessary documents required to complete the settlement, subject to approval from the City Attorney as to form and legality.

050757



Arthur J. Gallagher & Co.

September 30, 2005

081451 T

City of Gainesville

Steve Varvel, Dir of Risk Mang

PO Box 490

Gainesville, FL 32602-0490



Dear Gallagher Client:

As you may be aware, on May 18, 2005 Arthur J. Gallagher & Co. entered into an agreement (the Agreement) with the Illinois Division of Insurance and the Illinois Attorney General to resolve issues related to our receipt of contingent commissions. Under the terms of that agreement, Gallagher will establish a Fund in which you are eligible to participate. The amount for which you are eligible under the Fund is \$13,901.13. A statement showing how the amount was determined is attached. Additional information on the Fund is enclosed with this letter, which I encourage you to review carefully before deciding whether or not to participate. The press release we issued at the time of the agreement is available for your review on our Web site, www.ajg.com.

If you decide to participate in the Agreement, you will receive payments from Gallagher from the Fund, but you will give up any right you may have to pursue your own claim against Gallagher and to seek money from Gallagher including any claim you may have against Gallagher in the putative federal class action pending in New Jersey, as described in the information statement accompanying this letter above and beyond what you are allocated from the Fund.

In order to participate in the Agreement and receive the settlement amount set forth above, you need only fill out the enclosed release form and send it to Gallagher. No other action is required. **You may return this form by December 31, 2005. If you do nothing (that is, if you do not send Gallagher the enclosed release), you will not receive any money from the Fund.**

Please read the enclosed information carefully, and if you have any additional questions, please contact your account executive. We would like to once again thank you for your business and your support as we work to put this matter behind us.

If you have any questions about the Agreement, you may visit our Web site, www.ajg.com or call your account executive.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. P. Gallagher".

J. Patrick Gallagher
President and Chief Executive Officer

Enclosure

Policyholder: City of Gainesville
 Address: PO Box 490
 Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	Allianz	MXI97503162	2002	\$626.00	\$6.11	\$1.94
Tampa Bay	American International Group Inc	004202116	2002	\$863,929.00	\$6,582.48	\$2,089.89
Tampa Bay	American International Group Inc	004202116	2003	\$847,099.00	\$5,793.00	\$1,839.24
Tampa Bay	American International Group Inc	005691755	2002	\$128,400.00	\$978.31	\$310.61
Tampa Bay	American International Group Inc	ESE010645	2002	\$200.00	\$1.52	\$0.48
Tampa Bay	American International Group Inc	ESE020805	2002	\$37,900.00	\$288.77	\$91.68
Tampa Bay	American International Group Inc	ESE020805	2003	\$1,075.00	\$7.35	\$2.33
Tampa Bay	American International Group Inc	RWL OF 005691755	2003	\$150,908.00	\$1,032.01	\$327.65
Tampa Bay	American International Group Inc	RWL OF ESE031090	2003	\$41,685.00	\$285.07	\$90.51
Tampa Bay	American International Group Inc	STA4202125	2003	\$60,516.00	\$413.85	\$131.39
Tampa Bay	Chubb Group of Insurance Companies	81862160	2002	\$29,750.00	\$687.76	\$218.36
Tampa Bay	Chubb Group of Insurance Companies	81862160	2003	\$34,956.00	\$549.88	\$174.58
Tampa Bay	Chubb Group of Insurance Companies	81862160	2004	\$36,354.00	\$581.29	\$184.55
Tampa Bay	Chubb Group of Insurance Companies	81862161	2002	\$49,950.00	\$1,154.75	\$366.62
Tampa Bay	Chubb Group of Insurance Companies	81862161	2003	\$53,900.00	\$847.89	\$269.20
Tampa Bay	Chubb Group of Insurance Companies	81862161	2004	\$54,618.00	\$873.32	\$277.27
Tampa Bay	Great American P & C Insurance Grp	TBD	2003	\$6,990.00	\$37.35	\$11.86
Tampa Bay	Hartford Insurance Group	21BPEAF2822	2002	\$262.00	\$5.28	\$1.68
Tampa Bay	Hartford Insurance Group	21BPEAF2822	2003	\$262.00	\$3.67	\$1.17
Tampa Bay	Hartford Insurance Group	21BPEAF2822	2004	\$262.00	\$0.72	\$0.23
Tampa Bay	Hartford Insurance Group	21BPEAF3056	2002	\$7,447.00	\$150.22	\$47.69
Tampa Bay	Hartford Insurance Group	21BPEAF5071	2002	\$131.00	\$2.64	\$0.84
Tampa Bay	Hartford Insurance Group	21BPEAF5071	2003	\$131.00	\$1.84	\$0.58
Tampa Bay	Hartford Insurance Group	21BPEAF5071	2004	\$131.00	\$0.36	\$0.11
Tampa Bay	Hartford Insurance Group	21BPEBAF5067	2002	\$1,762.00	\$35.54	\$11.28

Policyholder: City of Gainesville

Address: rO Box 490

Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	Hartford Insurance Group	21BPEBAF5067	2003	\$1,762.00	\$24.69	\$7.84
Tampa Bay	Hartford Insurance Group	21BPEBAF5067	2004	\$1,762.00	\$4.84	\$1.54
Tampa Bay	Hartford Insurance Group	21BSBCG3382	2003	\$400.00	\$5.60	\$1.78
Tampa Bay	Hartford Insurance Group	21BSBCG4891	2003	\$400.00	\$5.60	\$1.78
Tampa Bay	Hartford Insurance Group	21BSBCG4891	2004	\$400.00	\$1.10	\$0.35
Tampa Bay	Hartford Insurance Group	21BSBCO4297	2004	\$350.00	\$0.96	\$0.31
Tampa Bay	Hartford Insurance Group	21BSBCV0437	2004	\$100.00	\$0.27	\$0.09
Tampa Bay	Hartford Insurance Group	21BSBDC7686	2004	\$400.00	\$1.10	\$0.35
Tampa Bay	Hartford Insurance Group	21RN649107	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21RN649108	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21RN675535	2002	\$350.00	\$7.06	\$2.24
Tampa Bay	Hartford Insurance Group	21RN675535	2003	\$350.00	\$4.90	\$1.56
Tampa Bay	Hartford Insurance Group	21SUN316209	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21SUN316210	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21SUN316211	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21SUN316212	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21SUN331401	2002	\$-100.00	\$-2.02	\$-0.64
Tampa Bay	Hartford Insurance Group	21SUN331402	2002	\$750.00	\$15.13	\$4.80
Tampa Bay	Hartford Insurance Group	21SUN340319	2002	\$350.00	\$7.06	\$2.24
Tampa Bay	Hartford Insurance Group	21SUN340319	2002	\$750.00	\$15.13	\$4.80
Tampa Bay	Hartford Insurance Group	ETB12440	2003	\$750.00	\$10.51	\$3.34
Tampa Bay	Hartford Insurance Group	ETB12440	2002	\$20,286.00	\$409.19	\$129.92
Tampa Bay	Hartford Insurance Group	ETB12440	2003	\$13,900.00	\$194.75	\$61.83
Tampa Bay	Liberty Mutual Insurance Companies	DA118471001012	2004	\$14,234.00	\$39.09	\$12.41
Tampa Bay	Liberty Mutual Insurance Companies	DA118471002013	2003	\$430,566.00	\$5,316.50	\$1,687.95
Tampa Bay	Liberty Mutual Insurance Companies	DA118471002013	2003	\$-36,309.00	\$-448.33	\$-142.34

STATEMENT

Policyholder: City of Gainesville

Address: PO Box 490

Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	Liberty Mutual Insurance Companies	DA118471003014	2004	\$394,257.00	\$6,843.57	\$2,172.79
Tampa Bay	Liberty Mutual Insurance Companies	LIBERTY	2002	\$366,135.00	\$6,554.73	\$2,081.08
Tampa Bay	W. R. Berkley Group	01XS0263263	2002	\$27,899.00	\$28.32	\$8.99
Tampa Bay	W. R. Berkley Group	AGC7380FL	2004	\$111,602.00	\$100.00	\$31.75
Tampa Bay	W. R. Berkley Group	BINDER#4390	2002	\$499,389.00	\$506.85	\$160.92
Tampa Bay	W. R. Berkley Group	J01355502A/GHV2172	2002	\$11,695.61	\$11.87	\$3.77
Tampa Bay	W. R. Berkley Group	JO43555	2004	\$7,500.00	\$6.72	\$2.13
Tampa Bay	XL Capital Group	RWL OF AGC7380FL	2004	\$1,050,000.00	\$940.84	\$298.71
Tampa Bay	Zurich Financial Services Group	PEC000815404	2004	\$72,728.00	\$82.66	\$26.25
Tampa Bay	Zurich Financial Services Group	BR48665179	2004	\$11,025.00	\$45.80	\$14.54
Tampa Bay	Zurich Financial Services Group	PCA6763786-09	2002	\$269,090.00	\$1,039.49	\$330.03
Tampa Bay	Zurich Financial Services Group	PCA6763786-10	2003	\$279,504.00	\$538.19	\$170.87
Tampa Bay	Zurich Financial Services Group	PCA6763786-11	2004	\$279,504.00	\$1,161.02	\$368.61
Total:						\$13,901.13

Information Covering
The Assurance of Voluntary Compliance and Stipulation and Consent

On May 18, 2005, Arthur J. Gallagher & Co. ("Gallagher") entered into an Assurance of Voluntary Compliance ("AVC") with the Illinois Attorney General, and Stipulation and Consent ("Stipulation") with the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation (the "Illinois Authorities").

The AVC and Stipulation involve no fines or penalties and Gallagher admits no wrongdoing or liability. No suit was filed by the Illinois Authorities, nor were there any findings of bid rigging, price fixing or fraud by Gallagher.

The full text of the AVC and Stipulation are available for your review on our website, ajg.com

As part of the AVC and Stipulation, Gallagher will create a fund in the amount of \$26,962,500 for distribution to eligible policyholders (the "Fund").

Under the AVC and Stipulation, Gallagher was required to calculate, in accordance with a formula approved by the Illinois Authorities, the amount of money each of the eligible policyholder clients who retained Gallagher to place, renew, consult on or service insurance with inception or renewal dates between January 1, 2002 through December 31, 2004 is eligible to receive. The formula allocates the \$26,962,500 Fund among eligible policyholders according to the proportion of contingent commissions (if any) Gallagher earned related to the placement of their programs.

The enclosed Distribution Statement sets forth the payment from the Fund to which you are entitled based on a calculation method approved under the AVC and Stipulation. The decision whether or not to participate in the Fund distribution is entirely voluntary.

How to Participate

You have until December 31, 2005 to request a distribution from the Fund. If you elect to receive a cash distribution, you must sign and return the enclosed Release Form, which was approved by the Illinois Authorities. If you accept a distribution and sign a Release Form, you will not be able to pursue Gallagher for claims covered by the AVC and Stipulation including those raised in a putative class action against Gallagher and other companies that is currently pending in the District Court of New Jersey entitled In Re: Insurance Brokerage antitrust Litigation, Civil No. 04-5184 (FSH), MDL No. 1663, or any other pending actions. These actions assert numerous violations of federal and state statutory and common law and seek various forms of damages and other relief on behalf of policyholders.

For More Information

If you have questions about the AVC or Stipulation, please call your account executive.

Enclosed with this mailing are the Release Form, your Distribution Statement, and the return envelope for the Release Form.

Thank you.

GENERAL RELEASE

This RELEASE (the "Release") is executed this _____ day of _____, 2005 by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to City of Gainesville and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Arthur J. Gallagher & Co. and any of its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "Gallagher").

"Assurance" refers to a certain Assurance of Voluntary Compliance between Gallagher and the Attorney General of the State of Illinois ("ILAG") and the Director of Insurance of the State of Illinois ("Director") dated May 18, 2005, relating to an investigation commenced against Gallagher by ILAG and Director.

RELEASE

In consideration for the total payment of \$13,901.13 in accordance with the terms of the Assurance, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity to the extent any such claims are based upon, arise out of or relate directly or indirectly to, in whole or in part, any of the allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of the Attorney General's Investigation and Director's Investigation as those investigations are defined in the Assurance ("Released Claims"), except for claims which are based upon, arise out of or relate to the purchase or sale of Gallagher securities.

Waiver of Section 1542 of the California Civil Code. Releasor acknowledges that they may have sustained or may yet sustain damages, costs or expenses that are presently unknown and that relate to claims between Releasor, or any of them, and the Releasee. Releasor expressly waives and relinquishes all rights and benefits which they may have under any state or federal statute or common-law principle that would otherwise limit the effect of this Release to claims known or suspected prior to the date they sign this Release, including but not limited to the protections afforded by statutes such as Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequences of such specific waiver. Section 1542 of the California Civil Code provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, for the purpose of implementing a full and complete release and discharge of the Releasee and Released Claims, Releasor and each of them expressly acknowledge that this Release is intended to include in its effect, without limitation, all claims which they do not know or suspect to exist in their favor at the time of execution hereof and that this Release contemplates the extinguishment of any such claim or claims. Releasor and each of them hereby represent and warrant that they understand the effect of this waiver of said Civil Code section.

In the event that the total payment referred to herein is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to Gallagher in connection with any claims that RELEASOR may assert against Gallagher, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against Gallagher.

This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois or, to the extent federal jurisdiction exists, the United States District Court for the Northern District of Illinois.

Releasor represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part, that the Releasor has either had the opportunity to have this Release reviewed by legal counsel or voluntarily decided to forego such legal advice, and that this Release is being freely and voluntarily entered into and signed by Releasor.

DATED: _____

RELEASOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____

STATEMENT

Policyholder: incsville, City of
 Address: 222 E University Ave Rm 222
 Gainesville, FL 32601-5456

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Benefits-Boca Raton	Blue Cross Blue Shield		2002	\$0.00	\$551.82	\$175.20
Benefits-Boca Raton	Blue Cross Blue Shield		2003	\$0.00	\$351.02	\$111.45
Benefits-Boca Raton	Blue Cross Blue Shield		2004	\$0.00	\$374.85	\$119.01
Benefits-Boca Raton	Hartford Insurance Group		2002	\$0.00	\$68.90	\$21.88
Benefits-Boca Raton	Lincoln National Corp		2002	\$0.00	\$386.49	\$122.71
Benefits-Boca Raton	Safeco Insurance Companies		2002	\$0.00	\$23,370.66	\$7,420.02
Benefits-Boca Raton	Standard Insurance Group		2002	\$0.00	\$6,063.10	\$1,924.99
Benefits-Boca Raton	Standard Insurance Group		2003	\$0.00	\$3,991.36	\$1,267.23
Benefits-Boca Raton	Standard Insurance Group		2004	\$0.00	\$1,060.79	\$336.79
Benefits-Boca Raton	Symetra Life Group		2003	\$0.00	\$45,555.94	\$14,463.70
Benefits-Boca Raton	Symetra Life Group		2004	\$0.00	\$21,352.96	\$6,779.42
Total:						\$32,742.40



Information Covering
The Assurance of Voluntary Compliance and Stipulation and Consent

On May 18, 2005, Arthur J. Gallagher & Co. ("Gallagher") entered into an Assurance of Voluntary Compliance ("AVC") with the Illinois Attorney General, and Stipulation and Consent ("Stipulation") with the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation (the "Illinois Authorities").

The AVC and Stipulation involve no fines or penalties and Gallagher admits no wrongdoing or liability. No suit was filed by the Illinois Authorities, nor were there any findings of bid rigging, price fixing or fraud by Gallagher.

The full text of the AVC and Stipulation are available for your review on our website, ajg.com

As part of the AVC and Stipulation, Gallagher will create a fund in the amount of \$26,962,500 for distribution to eligible policyholders (the "Fund").

Under the AVC and Stipulation, Gallagher was required to calculate, in accordance with a formula approved by the Illinois Authorities, the amount of money each of the eligible policyholder clients who retained Gallagher to place, renew, consult on or service insurance with inception or renewal dates between January 1, 2002 through December 31, 2004 is eligible to receive. The formula allocates the \$26,962,500 Fund among eligible policyholders according to the proportion of contingent commissions (if any) Gallagher earned related to the placement of their programs.

The enclosed Distribution Statement sets forth the payment from the Fund to which you are entitled based on a calculation method approved under the AVC and Stipulation. The decision whether or not to participate in the Fund distribution is entirely voluntary.

How to Participate

You have until December 31, 2005 to request a distribution from the Fund. If you elect to receive a cash distribution, you must sign and return the enclosed Release Form, which was approved by the Illinois Authorities. If you accept a distribution and sign a Release Form, you will not be able to pursue Gallagher for claims covered by the AVC and Stipulation including those raised in a putative class action against Gallagher and other companies that is currently pending in the District Court of New Jersey entitled In Re: Insurance Brokerage antitrust Litigation, Civil No. 04-5184 (FSH), MDL No. 1663, or any other pending actions. These actions assert numerous violations of federal and state statutory and common law and seek various forms of damages and other relief on behalf of policyholders.

For More Information

If you have questions about the AVC or Stipulation, please call your account executive.

Enclosed with this mailing are the Release Form, your Distribution Statement, and the return envelope for the Release Form.

Thank you.

GENERAL RELEASE

This RELEASE (the "Release") is executed this _____ day of _____, 2005 by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to Gainesville, City of and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Arthur J. Gallagher & Co. and any of its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "Gallagher").

"Assurance" refers to a certain Assurance of Voluntary Compliance between Gallagher and the Attorney General of the State of Illinois ("ILAG") and the Director of Insurance of the State of Illinois ("Director") dated May 18, 2005, relating to an investigation commenced against Gallagher by ILAG and Director.

RELEASE

In consideration for the total payment of \$32,742.40 in accordance with the terms of the Assurance, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity to the extent any such claims are based upon, arise out of or relate directly or indirectly to, in whole or in part, any of the allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of the Attorney General's Investigation and Director's Investigation as those investigations are defined in the Assurance ("Released Claims"), except for claims which are based upon, arise out of or relate to the purchase or sale of Gallagher securities.

Waiver of Section 1542 of the California Civil Code. Releasor acknowledges that they may have sustained or may yet sustain damages, costs or expenses that are presently unknown and that relate to claims between Releasor, or any of them, and the Releasee. Releasor expressly waives and relinquishes all rights and benefits which they may have under any state or federal statute or common-law principle that would otherwise limit the effect of this Release to claims known or ascertained prior to the date they sign this Release, including but not limited to the protections afforded by statutes such as Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequences of such specific waiver. Section 1542 of the California Civil Code provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, for the purpose of implementing a full and complete release and discharge of the Releasee and Released Claims, Releasor and each of them expressly acknowledge that this Release is intended to include in its effect, without limitation, all claims which they do not know or suspect to exist in their favor at the time of execution hereof and that this Release contemplates the extinguishment of any such claim or claims. Releasor and each of them hereby represent and warrant that they understand the effect of this waiver of said Civil Code section.

In the event that the total payment referred to herein is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to Gallagher in connection with any claims that RELEASOR may assert against Gallagher, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against Gallagher.

This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois or, to the extent federal jurisdiction exists, the United States District Court for the Northern District of Illinois.

Releasor represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part, that the Releasor has either had the opportunity to have this Release reviewed by legal counsel or voluntarily decided to forego such legal advice, and that this Release is being freely and voluntarily entered into and signed by Releasor.

DATED: _____

RELEASOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____





Arthur J. Gallagher & Co.

September 30, 2005

056216 T226 ****AUTO** ALL FOR AADC 320

Gainesville Regional Utilities

Steve Varvel, Risk Manager

PO Box 490

Gainesville, FL 32602-0490



Dear Gallagher Client:

As you may be aware, on May 18, 2005 Arthur J. Gallagher & Co. entered into an agreement (the Agreement) with the Illinois Division of Insurance and the Illinois Attorney General to resolve issues related to our receipt of contingent commissions. Under the terms of that agreement, Gallagher will establish a Fund in which you are eligible to participate. The amount for which you are eligible under the Fund is \$954.37. A statement showing how the amount was determined is attached. Additional information on the Fund is enclosed with this letter, which I encourage you to review carefully before deciding whether or not to participate. The press release we issued at the time of the agreement is available for your review on our Web site, www.ajg.com.

If you decide to participate in the Agreement, you will receive payments from Gallagher from the Fund, but you will give up any right you may have to pursue your own claim against Gallagher and to seek money from Gallagher including any claim you may have against Gallagher in the putative federal class action pending in New Jersey, as described in the information statement accompanying this letter above and beyond what you are allocated from the Fund.

In order to participate in the Agreement and receive the settlement amount set forth above, you need only fill out the enclosed release form and send it to Gallagher. No other action is required. **You may return this form by December 31, 2005. If you do nothing (that is, if you do not send Gallagher the enclosed release), you will not receive any money from the Fund.**

Please read the enclosed information carefully, and if you have any additional questions, please contact your account executive. We would like to once again thank you for your business and your support as we work to put this matter behind us.

If you have any questions about the Agreement, you may visit our Web site, www.ajg.com or call your account executive.

Sincerely,

J. Patrick Gallagher
President and Chief Executive Officer

Enclosure

STATEMENT

Policyholder: Gainesville Regional Utilities
 Address: PO Box 490
 Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	Berkshire Hathaway Insurance Group	BCS0004205	2002	\$90,000.00	\$397.55	\$126.22
Tampa Bay	Berkshire Hathaway Insurance Group	BCS0004700	2003	\$20,000.00	\$56.54	\$17.95
Tampa Bay	Berkshire Hathaway Insurance Group	BCS002095	2002	\$135.00	\$0.60	\$0.19
Tampa Bay	Berkshire Hathaway Insurance Group	BCS002095	2003	\$103,965.00	\$293.92	\$93.32
Tampa Bay	Berkshire Hathaway Insurance Group	K2HA019650	2002	\$20,000.00	\$88.35	\$28.05
Tampa Bay	Berkshire Hathaway Insurance Group	TBD	2003	\$35,956.00	\$101.65	\$32.27
Tampa Bay	Berkshire Hathaway Insurance Group	XSO1014438	2002	\$32,950.00	\$145.55	\$46.21
Tampa Bay	Hartford Insurance Group	21BSBIC15984	2003	\$825.00	\$11.56	\$3.67
Tampa Bay	Hartford Insurance Group	21BSBIC15984	2004	\$1,000.00	\$2.75	\$0.87
Tampa Bay	Hartford Insurance Group	21BSBCN7795	2003	\$15,000.00	\$210.16	\$66.73
Tampa Bay	Hartford Insurance Group	21BSBCN7795	2004	\$20,000.00	\$54.93	\$17.44
Tampa Bay	Hartford Insurance Group	21BSBCO8872	2003	\$400.00	\$5.60	\$1.78
Tampa Bay	Hartford Insurance Group	21BSBCO8872	2004	\$400.00	\$1.10	\$0.35
Tampa Bay	Hartford Insurance Group	21BSBCO8873	2003	\$400.00	\$5.60	\$1.78
Tampa Bay	Hartford Insurance Group	21BSBCO8873	2004	\$400.00	\$1.10	\$0.35
Tampa Bay	Hartford Insurance Group	21BSBCO8874	2003	\$400.00	\$5.60	\$1.78
Tampa Bay	Hartford Insurance Group	21BSBCO8874	2004	\$400.00	\$1.10	\$0.35
Tampa Bay	Hartford Insurance Group	21MSLG8603	2003	\$10,824.00	\$151.65	\$48.15
Tampa Bay	Hartford Insurance Group	21MSLG860321	2004	\$11,184.00	\$30.72	\$9.75
Tampa Bay	Hartford Insurance Group	21SUN336182	2002	\$1,000.00	\$20.17	\$6.40
Tampa Bay	Hartford Insurance Group	21SUN340381	2002	\$10,000.00	\$201.71	\$64.04
Tampa Bay	Hartford Insurance Group	R'WL OF 21MSLG8603	2002	\$9,210.00	\$185.78	\$58.98
Tampa Bay	St. Paul Travelers Companies	GP09303016	2002	\$-354.00	\$-6.24	\$-1.98
Tampa Bay	St. Paul Travelers Companies	GP09306224	2002	\$19,934.00	\$351.37	\$111.56
Tampa Bay	St. Paul Travelers Companies	GP09311334	2003	\$15,377.00	\$292.32	\$92.81



STATEMENT

Policyholder: ainesville Regional Utilities
Address: PO Box 490
Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	St. Paul Travelers Companies	GPO9311334	2004	\$1,026.00	\$19.64	\$6.24
Tampa Bay	St. Paul Travelers Companies	GPO9313218	2004	\$19,598.00	\$375.17	\$119.11
Total:						\$954.37

Information Covering
The Assurance of Voluntary Compliance and Stipulation and Consent

On May 18, 2005, Arthur J. Gallagher & Co. ("Gallagher") entered into an Assurance of Voluntary Compliance ("AVC") with the Illinois Attorney General, and Stipulation and Consent ("Stipulation") with the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation (the "Illinois Authorities").

The AVC and Stipulation involve no fines or penalties and Gallagher admits no wrongdoing or liability. No suit was filed by the Illinois Authorities, nor were there any findings of bid rigging, price fixing or fraud by Gallagher.

The full text of the AVC and Stipulation are available for your review on our website, ajg.com

As part of the AVC and Stipulation, Gallagher will create a fund in the amount of \$26,962,500 for distribution to eligible policyholders (the "Fund").

Under the AVC and Stipulation, Gallagher was required to calculate, in accordance with a formula approved by the Illinois Authorities, the amount of money each of the eligible policyholder clients who retained Gallagher to place, renew, consult on or service insurance with inception or renewal dates between January 1, 2002 through December 31, 2004 is eligible to receive. The formula allocates the \$26,962,500 Fund among eligible policyholders according to the proportion of contingent commissions (if any) Gallagher earned related to the placement of their programs.

The enclosed Distribution Statement sets forth the payment from the Fund to which you are entitled based on a calculation method approved under the AVC and Stipulation. The decision whether or not to participate in the Fund distribution is entirely voluntary.

How to Participate

You have until December 31, 2005 to request a distribution from the Fund. If you elect to receive a cash distribution, you must sign and return the enclosed Release Form, which was approved by the Illinois Authorities. If you accept a distribution and sign a Release Form, you will not be able to pursue Gallagher for claims covered by the AVC and Stipulation including those raised in a putative class action against Gallagher and other companies that is currently pending in the District Court of New Jersey entitled In Re: Insurance Brokerage antitrust Litigation, Civil No. 04-5184 (FSH), MDL No. 1663, or any other pending actions. These actions assert numerous violations of federal and state statutory and common law and seek various forms of damages and other relief on behalf of policyholders.

For More Information

If you have questions about the AVC or Stipulation, please call your account executive.

Enclosed with this mailing are the Release Form, your Distribution Statement, and the return envelope for the Release Form.

Thank you.

GENERAL RELEASE

This RELEASE (the "Release") is executed this _____ day of _____, 2005 by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to Gainesville Regional Utilities and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Arthur J. Gallagher & Co. and any of its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "Gallagher").

"Assurance" refers to a certain Assurance of Voluntary Compliance between Gallagher and the Attorney General of the State of Illinois ("ILAG") and the Director of Insurance of the State of Illinois ("Director") dated May 18, 2005, relating to an investigation commenced against Gallagher by ILAG and Director.

RELEASE

In consideration for the total payment of \$954.37 in accordance with the terms of the Assurance, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity to the extent any such claims are based upon, arise out of or relate directly or indirectly to, in whole or in part, any of the allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of the Attorney General's Investigation and Director's Investigation as those investigations are defined in the Assurance ("Released Claims"), except for claims which are based upon, arise out of or relate to the purchase or sale of Gallagher securities.

Waiver of Section 1542 of the California Civil Code. Releasor acknowledges that they may have sustained or may yet sustain damages, costs or expenses that are presently unknown and that relate to claims between Releasor, or any of them, and the Releasee. Releasor expressly waives and relinquishes all rights and benefits which they may have under any state or federal statute or common-law principle that would otherwise limit the effect of this Release to claims known or suspected prior to the date they sign this Release, including but not limited to the protections afforded by statutes such as Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequences of such specific waiver. Section 1542 of the California Civil Code provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, for the purpose of implementing a full and complete release and discharge of the Releasee and Released Claims, Releasor and each of them expressly acknowledge that this Release is intended to include in its effect, without limitation, all claims which they do not know or suspect to exist in their favor at the time of execution hereof and that this Release contemplates the extinguishment of any such claim or claims. Releasor and each of them hereby represent and warrant that they understand the effect of this waiver of said Civil Code section.

In the event that the total payment referred to herein is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to Gallagher in connection with any claims that RELEASOR may assert against Gallagher, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against Gallagher.

This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois or, to the extent federal jurisdiction exists, the United States District Court for the Northern District of Illinois.

Releasor represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part, that the Releasor has either had the opportunity to have this Release reviewed by legal counsel or voluntarily decided to forego such legal advice, and that this Release is being freely and voluntarily entered into and signed by Releasor.

DATED: _____

RELEASOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____





Arthur J. Gallagher & Co.

September 30, 2005

056217 T226 ****AUTO** ALL FOR AADC 320

Ironwood Public G. C.
Steve Varvel, Risk Manager
PO Box 490
Gainesville, FL 32602-0490



Dear Gallagher Client:

As you may be aware, on May 18, 2005 Arthur J. Gallagher & Co. entered into an agreement (the Agreement) with the Illinois Division of Insurance and the Illinois Attorney General to resolve issues related to our receipt of contingent commissions. Under the terms of that agreement, Gallagher will establish a Fund in which you are eligible to participate. The amount for which you are eligible under the Fund is \$679.38. A statement showing how the amount was determined is attached. Additional information on the Fund is enclosed with this letter, which I encourage you to review carefully before deciding whether or not to participate. The press release we issued at the time of the agreement is available for your review on our Web site, www.ajg.com.

If you decide to participate in the Agreement, you will receive payments from Gallagher from the Fund, but you will give up any right you may have to pursue your own claim against Gallagher and to seek money from Gallagher including any claim you may have against Gallagher in the putative federal class action pending in New Jersey, as described in the information statement accompanying this letter above and beyond what you are allocated from the Fund.

In order to participate in the Agreement and receive the settlement amount set forth above, you need only fill out the enclosed release form and send it to Gallagher. No other action is required. **You may return this form by December 31, 2005. If you do nothing (that is, if you do not send Gallagher the enclosed release), you will not receive any money from the Fund.**

Please read the enclosed information carefully, and if you have any additional questions, please contact your account executive. We would like to once again thank you for your business and your support as we work to put this matter behind us.

If you have any questions about the Agreement, you may visit our Web site, www.ajg.com or call your account executive.

Sincerely,

J. Patrick Gallagher
President and Chief Executive Officer

Enclosure

STATEMENT

Policyholder: Ironwood Public G. C.
Address: PO Box 490
Gainesville, FL 32602-0490

Business Unit	Insurance Company	Policy #	Year	Premium/Fee	Retail Contingent Commission or Override Revenue Recorded by Gallagher	Distribution to Policyholder
Tampa Bay	St. Paul Travelers Companies	BK01395526	2003	\$38,431.02	\$730.59	\$231.96
Tampa Bay	St. Paul Travelers Companies	BK01395526	2004	\$1,795.00	\$34.36	\$10.91
Tampa Bay	St. Paul Travelers Companies	CK06807710	2004	\$39,080.14	\$748.13	\$237.53
Tampa Bay	St. Paul Travelers Companies	CK07402398	2002	\$1,284.00	\$22.63	\$7.19
Tampa Bay	St. Paul Travelers Companies	RWL OF CK07402398	2002	\$34,795.87	\$613.33	\$194.73
Tampa Bay	St. Paul Travelers Companies	SEE PACKAGE POLICY	2003	\$-487.00	\$-9.26	\$-2.94

Total:

\$679.38



Information Covering
The Assurance of Voluntary Compliance and Stipulation and Consent

On May 18, 2005, Arthur J. Gallagher & Co. ("Gallagher") entered into an Assurance of Voluntary Compliance ("AVC") with the Illinois Attorney General, and Stipulation and Consent ("Stipulation") with the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation (the "Illinois Authorities").

The AVC and Stipulation involve no fines or penalties and Gallagher admits no wrongdoing or liability. No suit was filed by the Illinois Authorities, nor were there any findings of bid rigging, price fixing or fraud by Gallagher.

The full text of the AVC and Stipulation are available for your review on our website, ajg.com

As part of the AVC and Stipulation, Gallagher will create a fund in the amount of \$26,962,500 for distribution to eligible policyholders (the "Fund").

Under the AVC and Stipulation, Gallagher was required to calculate, in accordance with a formula approved by the Illinois Authorities, the amount of money each of the eligible policyholder clients who retained Gallagher to place, renew, consult on or service insurance with inception or renewal dates between January 1, 2002 through December 31, 2004 is eligible to receive. The formula allocates the \$26,962,500 Fund among eligible policyholders according to the proportion of contingent commissions (if any) Gallagher earned related to the placement of their programs.

The enclosed Distribution Statement sets forth the payment from the Fund to which you are entitled based on a calculation method approved under the AVC and Stipulation. The decision whether or not to participate in the Fund distribution is entirely voluntary.

How to Participate

You have until December 31, 2005 to request a distribution from the Fund. If you elect to receive a cash distribution, you must sign and return the enclosed Release Form, which was approved by the Illinois Authorities. If you accept a distribution and sign a Release Form, you will not be able to pursue Gallagher for claims covered by the AVC and Stipulation including those raised in a putative class action against Gallagher and other companies that is currently pending in the District Court of New Jersey entitled In Re: Insurance Brokerage antitrust Litigation, Civil No. 04-5184 (FSH), MDL No. 1663, or any other pending actions. These actions assert numerous violations of federal and state statutory and common law and seek various forms of damages and other relief on behalf of policyholders.

For More Information

If you have questions about the AVC or Stipulation, please call your account executive.

Enclosed with this mailing are the Release Form, your Distribution Statement, and the return envelope for the Release Form.

Thank you.

GENERAL RELEASE

This RELEASE (the "Release") is executed this _____ day of _____, 2005 by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to Ironwood Public G. C. and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Arthur J. Gallagher & Co. and any of its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "Gallagher").

"Assurance" refers to a certain Assurance of Voluntary Compliance between Gallagher and the Attorney General of the State of Illinois ("ILAG") and the Director of Insurance of the State of Illinois ("Director") dated May 18, 2005, relating to an investigation commenced against Gallagher by ILAG and Director.

RELEASE

In consideration for the total payment of \$679.38 in accordance with the terms of the Assurance, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity to the extent any such claims are based upon, arise out of or relate directly or indirectly to, in whole or in part, any of the allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of the Attorney General's Investigation and Director's Investigation as those investigations are defined in the Assurance ("Released Claims"), except for claims which are based upon, arise out of or relate to the purchase or sale of Gallagher securities.

Waiver of Section 1542 of the California Civil Code. Releasor acknowledges that they may have sustained or may yet sustain damages, costs or expenses that are presently unknown and that relate to claims between Releasor, or any of them, and the Releasee. Releasor expressly waives and relinquishes all rights and benefits which they may have under any state or federal statute or common-law principle that would otherwise limit the effect of this Release to claims known or suspected prior to the date they sign this Release, including but not limited to the protections afforded by statutes such as Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequences of such specific waiver. Section 1542 of the California Civil Code provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, for the purpose of implementing a full and complete release and discharge of the Releasee and Released Claims, Releasor and each of them expressly acknowledge that this Release is intended to include in its effect, without limitation, all claims which they do not know or suspect to exist in their favor at the time of execution hereof and that this Release contemplates the extinguishment of any such claim or claims. Releasor and each of them hereby represent and warrant that they understand the effect of this waiver of said Civil Code section.

In the event that the total payment referred to herein is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to Gallagher in connection with any claims that RELEASOR may assert against Gallagher, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against Gallagher.

This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of Illinois, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois or, to the extent federal jurisdiction exists, the United States District Court for the Northern District of Illinois.

Releasor represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part, that the Releasor has either had the opportunity to have this Release reviewed by legal counsel or voluntarily decided to forego such legal advice, and that this Release is being freely and voluntarily entered into and signed by Releasor.

DATED: _____

RELEASOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____

