

# **EXHIBIT 1**

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA**

IN RE FORTEGRA FINANCIAL  
CORPORATION SHAREHOLDER  
LITIGATION

Case No. 16-2014-CA-005825-XXXX-MA

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**STIPULATION OF SETTLEMENT AND RELEASE**

This Stipulation of Settlement and Release dated as of January 26, 2015, (the “Stipulation”) is made and entered into by and among the following Parties<sup>1</sup> to the above captioned shareholder class action (the “Action”): (i) plaintiffs Shiva Y. Stein and Carol Hickey (“Plaintiffs”), individually and on behalf of the Settlement Class, by and through their counsel of record in the Action; and (ii) defendants John Carroll, Francis M. Colalucci, Frank P. Filippis, Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, Sean Sweeney (collectively, the “Individual Defendants” or the “Fortegra Board”); Fortegra Financial Corporation (“Fortegra” or the “Company”); Tiptree Financial Inc., Tiptree Operating Company, LLC, Caroline Holdings, LLC, and Carolina Merger Sub, Inc. (collectively, “Tiptree;” together with Fortegra and the Individual Defendants, “Defendants”), by and through their counsel of record in the Action. The Stipulation is intended by the Parties to fully, finally and forever resolve, discharge and settle the Settled Claims, upon and subject to the terms and conditions hereof.

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<sup>1</sup> Capitalized terms used herein are defined in Section (B)(1) below unless otherwise noted.

**A. HISTORY OF THE LITIGATION**

WHEREAS, on August 11, 2014, Fortegra and Tiptree entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Tiptree would acquire Fortegra for \$10.00 per share of Fortegra common stock (the "Merger"). In connection with the execution of the Merger Agreement, the Principal Stockholders (as defined below), which held approximately 62% of the Company's outstanding stock, executed a Written Consent of Stockholders in Lieu of Meeting, thereby approving the Merger and eliminating the need for a shareholder vote on it.

WHEREAS, Summit Partners, L.P., as (i) managing member of Summit Partners PE VII, LLC, which is the general partner of Summit Partners PE VII, L.P., which is the general partner of Summit Partners Private Equity Fund VII-A, L.P. and Summit Partners Private Equity Fund VII-B, L.P., (ii) the managing member of Summit Partners SD III, LLC, which is the general partner of Summit Partners SD III, L.P., which is the general partner of Summit Subordinated Debt Fund III-A, L.P. and Summit Subordinated Debt Fund III-B, L.P. and (iii) the managing member of Summit Partners VI (GP), LLC, which is the general partner of Summit Partners VI (GP), L.P., which is the general partner of Summit Investors VI, L.P., beneficially owns the shares owned by the Principal Stockholders.

WHEREAS, on August 12, 2014, Fortegra and Tiptree jointly announced the Merger.

WHEREAS, on August 18, 2014, Shiva Y. Stein, individually and on behalf of all others similarly situated, filed a putative class action in the Fourth Judicial Circuit, in and for Duval County, Florida captioned, *Stein v. John Carroll, et. al.*, Case No. 16-2014-CA-005825-XXXX-MA (the "Stein Action"), asserting claims in connection with the Merger.

WHEREAS, on September 9, 2014 Fortegra filed a Schedule 14C Preliminary Information Statement with the Securities and Exchange Commission ("SEC").

WHEREAS, on September 15, 2014, Carol Hickey, individually and on behalf of all others similarly situated, filed a putative class action in the Fourth Judicial Circuit, in and for Duval County, Florida (the “Court”) captioned *Hickey v. Fortegra Financial Corporation, et. al.*, Case No. 16-2014-CA-006485-XXXX-MA (the “Hickey Action”), asserting claims in connection with the Merger.

WHEREAS, on September 18, 2014, an amended complaint was filed in the Stein Action. The amended complaint challenges, among other things, the Merger, the Merger Agreement, and the disclosures made by Fortegra concerning the Merger, and alleges that the Fortegra Board breached its fiduciary duties in connection therewith.

WHEREAS, on September 30, 2014, Fortegra filed a Schedule 14C Definitive Information Statement (“Information Statement”) with the SEC.

WHEREAS, on September 30, 2014, Fortegra mailed the Information Statement to Fortegra shareholders of record as of August 11, 2014. The Information Statement, among other things, explained the Merger and Merger Agreement, included a detailed description of the background of the Merger, and advised shareholders of their right to seek appraisal and how to perfect such rights.

WHEREAS, Plaintiffs in the Action sent demand letters to Defendants on August 29, 2014 and September 19, 2014;

WHEREAS, between September 24, 2014 and October 10, 2014, the Settling Parties engaged in expedited discovery. Specifically, Fortegra and Willis Capital Markets and Advisory (“Willis”), the Fortegra Board’s financial advisor, produced approximately 25,000 pages of documents (“Defendants’ Document Production”) between September 24, 2014 and October 6, 2014, which Plaintiffs’ Counsel reviewed and analyzed, with the assistance of an independent

financial analyst. In addition, Plaintiffs' Counsel deposed Defendants J.J. Kardwell, the Chairman of a Special Committee of Fortegra's Board and Richard Kahlbaugh, Fortegra's Chief Executive Officer ("CEO") and Chairman, on October 6 and 10, 2014, respectively, as well as Antonio Ursano, the CEO of Willis, on October 9, 2014;

WHEREAS, following, *inter alia*, the review of document discovery produced pursuant to Defendants' Document Production, on or about October 7, 2014, counsel for Plaintiffs sent a letter to counsel for Defendants regarding their settlement demands, including, among other things, the disclosure of certain additional information concerning the Merger;

WHEREAS, after extensive negotiations, the Parties reached an agreement in principle, memorialized in a Memorandum of Understanding dated October 13, 2014 (the "MOU"), providing for the settlement of the Action between and among Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants, on the terms and subject to the conditions set forth below;

WHEREAS, Fortegra and Tiptree, after consultation and negotiation with counsel for Plaintiffs, agreed to, and did, make certain additional disclosures regarding the Merger Agreement (the "Supplemental Disclosures") through a current report on Form 8-K filed with the SEC on or about October 14, 2014;

WHEREAS, on October 20, 2014, the Parties filed a Stipulation and Proposed Order on Transfer and Consolidation, which, among other things, sought to consolidate the Stein and Hickey Actions before Judge Virginia B. Norton, the judge to whom the first-filed Stein Action was assigned;

WHEREAS, on October 21, 2014, the Court consolidated the Stein and Hickey Actions and directed that the consolidated Action be captioned *In re Fortegra Financial Corporation*, Case No. 16-2014-CA-005825-XXX-MA.

WHEREAS, Defendants maintain that they have committed no violations of law or breaches of fiduciary duty whatsoever, nor aided and abetted any violations of law or breaches of fiduciary duty, including in connection with the Merger, the Merger Agreement, the Preliminary Information Statement and/or the Definitive Information Statement;

WHEREAS, Defendants' entry into this Stipulation is not an admission as to any of the claims asserted in the Action;

WHEREAS, Plaintiffs' entry into this Stipulation is not an admission as to the lack of any merit of any of the claims asserted in the Action;

NOW THEREFORE THE PARTIES AGREE TO SETTLE THE ACTION (SUBJECT TO APPROVAL OF THE COURT) ON THE FOLLOWING TERMS:

**B. DEFINITIONS**

1. As used in this Stipulation, the following terms shall have the following meanings:

a. "Action" means the case captioned *In re Fortegra Financial Corporation*, Case No. 16-2014-CA-005825-XXX-MA consolidating the cases captioned *Stein v. John Carroll, et. al.*, Case No. 16-2014-CA-005825-XXXX-MA and *Hickey v. Fortegra Financial Corporation, et. al.*, Case No. 16-2014-CA-006485-XXXX-MA, pending in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida.

b. "Court" means the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida.

c. “Proposed Co-Lead Counsel” means the law firms of Pomerantz LLP and Levi & Korsinsky LLP.

d. “Defendants” means, individually and collectively John Carroll, Francis M. Colalucci, Frank P. Filippis, Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, Sean Sweeney, Fortegra (as defined below in Paragraph 1(j)), and Tiptree (as defined below in Paragraph 1(ee)).

e. “Defendants’ Counsel” means the law firms of Holland & Knight, LLP, 701 Brickell Avenue, Suite 3300, Miami, Florida 33131; Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022; and Bedell, Dittmar, Devault, Pillans & Coxe, P.A., 101 East Adams Street, Jacksonville, FL 32202.

f. “Defendant Releasees” means Defendants; each of their respective present or past heirs, executors, estates, administrators, consultants, financial advisors, attorneys, bankers, investment bankers, underwriters, lenders, auditors, insurers; and each of their respective current and former officers, directors, managers, partners, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, divisions, joint ventures, general or limited partners or partnerships, limited liability companies, and any other representatives of any of these persons or entities.

g. “Effective Date” means the earliest business day after the occurrence of all the events specified in Paragraph 16(a) through (e).

h. “Final Court Approval” means that the Court has entered an order approving the Settlement (as defined in Paragraph 1 (z)) and that such order is finally affirmed on appeal or is no longer subject to appeal.



i. “Final Order and Judgment” means the proposed Order and Final Judgment substantially in the form of Exhibit C attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

j. “Fortegra” means Fortegra Financial Corporation and its predecessors, successors, parents, subsidiaries, divisions and affiliates.

k. “Merger” means the contemplated transaction under which Tiptree will acquire Fortegra for \$10.00 per share of Fortegra stock, for a transaction valued at approximately \$218 million.

l. “Notice” means the Notice of Pendency and Proposed Settlement of Class Action that is to be sent to members of the Settlement Class (as defined in Paragraph 1(2)) substantially in the form of Exhibit B attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

m. “Order for Notice and Hearing” means the proposed order substantially in the form of Exhibit A as attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

n. “Parties” means collectively each of the Defendants and Plaintiffs on behalf of themselves and the Settlement Class Members (as defined below in ¶1(aa)).

o. “Person” means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, governmental entity and any political subdivision thereof, or any type of business, personal, political or legal entity.

p. “Plaintiffs” means Shiva Y. Stein and Carol Hickey.



q. “Plaintiffs’ Counsel” means Komlossy Law P.A., 2131 Hollywood Blvd., Suite 408, Hollywood, FL 33020; Pomerantz LLP, 600 Third Avenue, 20<sup>th</sup> Floor, New York, NY 10016; Levi & Korsinsky LLP, 30 Broad Street, 24 Floor, New York, NY 10004; and Vincent Wong Law Offices, 39 East Broadway, Suite 304, New York, NY 10002, and any partners, principals, associates and/or employees of the above.

r. “Plaintiff Releasees” means Plaintiffs, each of Plaintiffs’ consultants, financial advisors and attorneys, including Plaintiffs’ Counsel, and any other Settlement Class member, and each of their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys.

s. “Principal Stockholders” mean Summit Partners Private Equity Fund VII-A L.P., Summit Partners Private Equity Fund VII-B L.P., Summit Subordinated Debt Fund III-A L.P., Summit Subordinated Debt Fund III-B L.P., and Summit Investors VI L.P.

t. “Released Defendant Claim” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims pursuant to California Civil Code §1542 or any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542 (as defined in Paragraph 7), whether arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action, or that could have been asserted in the Action. Released Defendant Claims do not include any claims relating to the enforcement of the Settlement.

u. “Released Plaintiffs’ Claims” means all claims, debts, demands, rights, liabilities, obligations, matters, issues, and causes of action of every nature and description,

whether known claims or Unknown Claims pursuant to California Civil Code §1542 or any law of any state or territory of the United States or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542 (as defined in Paragraph 7 below), whether contingent or absolute, discoverable or undiscoverable, accrued or un-accrued, fixed or contingent, liquidated or un-liquidated, matured or un-matured, concealed or hidden, whether arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to, any claims for fraud, negligence, negligent supervision, gross negligence, intentional or reckless conduct, indemnification, breach of duty, misrepresentation, unjust enrichment, constructive trust, accounting, rescission, breach of fiduciary duty, negligent misrepresentation, insider trading, mismanagement, corporate waste, breach of contract, violations of the federal securities laws or state disclosure laws, and any other claims for damages, interest, attorneys' fees, expert fees, or other costs, expenses, liabilities, except as set forth in paragraph 12 below), against the Defendant Releasees, that any member of the Releasing Plaintiff Parties (i) asserted in the complaints filed in the Action, or (ii) could have asserted, or could assert, in any forum that arise out of, are based upon, or relate to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the complaints filed in the Action or that arise out of, are based upon, or relate to the Merger, the Merger Agreement, and/or the settlement of the Action. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by Fortegra stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

v. “Releasing Defendant Parties” means Defendants and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, partnerships, principals, limited liability companies, members, attorneys, bankers, consultants, trustees, insurers, co-insurers, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and any other representatives of any of these persons or entities.

w. “Releasing Plaintiff Parties” means Plaintiffs and each and every member of the Settlement Class and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, partnerships, principals, limited liability companies, members, attorneys, bankers, consultants, trustees, insurers, co-insurers, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and any other representatives of any of these persons or entities.

x. “Settled Claims” means the Released Plaintiff Claims against the Defendant Releasees and the Released Defendant Claims against the Plaintiff Releasees.

y. “Settling Parties” means the Defendants and Plaintiffs.

z. “Settlement” means the settlement contemplated by this Stipulation.

aa. “Settlement Class” means, for purposes of settlement only pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure, a class consisting of all persons or entities who were record or beneficial owners of the Company’s common stock on August 12, 2014 and held such shares through and including December 4, 2014, the closing date

of the Merger, excluding Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants.

bb. “Settlement Class Member” means a person who falls within the definition of the Settlement Class as set forth above in paragraph 1(2).

cc. “Settlement Hearing” means the final hearing to be held by the Court to determine whether the Settlement should be finally approved as fair, reasonable and adequate.

dd. “Summit” means Summit Partners, L.P.; Summit Partners PE VII, LLC; Summit Partners PE VII, L.P.; Summit Partners Private Equity Fund VII-A, L.P.; Summit Partners Private Equity Fund VII-B, L.P.; Summit Partners SD III, LLC; Summit Partners SD III, L.P.; Summit Subordinated Debt Fund III-A, L.P.; Summit Subordinated Debt Fund III-B, L.P.; Summit Partners VI (GP), LLC; Summit Partners VI (GP), L.P.; and Summit Investors VI, L.P.

ee. “Tiptree” means Tiptree Financial Inc., Tiptree Operating Company, LLC, Caroline Holdings, LLC and Caroline Merger Sub, Inc. and each of their predecessors, successors, parents, subsidiaries, divisions and affiliates.

ff. “Unknown Claims” means claims that the Releasing Defendant Parties and Releasing Plaintiff Parties do not know or suspect to exist at the time of the release, which if known, might have affected their decision to enter into the release.

### **C. TERMS OF THE SETTLEMENT**

1. In consideration for the settlement and dismissal with prejudice of the Action and the Releases provided herein, the Company agreed to make, and did, make the Supplemental Disclosures through a current report on Form 8-K (the “8-K”) filed with the SEC on or about October 14, 2014, which is attached hereto as Attachment “1.”

2. Without admitting any wrongdoing, and specifically denying such, Defendants acknowledge that the filing and prosecution of the Action and discussions with Plaintiffs' Counsel were the sole causes of the Supplemental Disclosures reflected in the Form 8-K.

**D. RELEASE**

3. Upon the Effective Date of this Settlement (as defined in paragraph 1(g)), the Releasing Plaintiff Parties fully, finally, and forever release and discharge the Defendant Releasees from the Released Plaintiff Claims, whether or not such Defendant Releasees were named, served with process, or appeared in the Actions.

4. Upon the Effective Date of this Settlement, Releasing Defendant Parties fully, finally, and forever release and discharge the Plaintiff Releasees from the Released Defendant Claims, whether or not such Plaintiff Releasees were named, served with process, or appeared in the Actions.

5. Upon the Effective Date of this Settlement: (i) the Releasing Plaintiff Parties shall be deemed to have, and by operation of law and of the Final Order and Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiff Claim against each of the Defendant Releasees, and shall forever be barred from commencing or instituting any Released Plaintiff Claim against any of the Defendant Releasees; and (ii) the Releasing Defendant Parties shall be deemed to have, and by operation of law and of the Final Order and Judgment shall have, fully, finally and forever compromised, settled, released, resolved relinquished, waived and discharged each and every Released Defendant Claim against each of the Plaintiff Releasees, and shall forever be barred from commencing or instituting any Released Defendant Claim against any of the Plaintiff Releasees.

6. The Releasees contemplated by this Stipulation shall extend to Unknown Claims (as defined in paragraph 1 (dd)).

7. The Releasing Plaintiff Parties, Releasing Defendant Parties, the Defendant Releasees and Plaintiff Releasees shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides as follows:

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

8. The Releasing Plaintiff Parties, Releasing Defendant Parties, the Defendant Releasees and Plaintiff Releasees shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Parties acknowledge that the foregoing waivers were separately bargained for and are a key element of this Agreement.

**E. ORDER FOR NOTICE AND HEARING OF SETTLEMENT OF CLASS ACTION**

9. As soon as practicable after this Stipulation has been executed, the Settling Parties jointly shall submit the Stipulation to the Court and move the Court for entry of the Order For Notice and Hearing ("Notice Order"), substantially in the form attached hereto as Exhibit A, or as modified pursuant to agreement of the Parties or order of the Court. Plaintiffs will file a memorandum of law in support of the motion. The Notice Order submitted shall, among other things, (i) approve the form and content of notice of the Settlement; (ii) subject to the Court's



availability, schedule the date for the final Settlement Hearing sixty (60 days) after the Company or its successor-in-interest sends out the notice of proposed Settlement; and (iii) pending final determination by the Court of whether the Settlement should be approved, bar and enjoin the Releasing Plaintiff Parties from commencing or prosecuting any of the Released Plaintiff Claims against any of the Defendant Releasees.

10. If the form and content of notice of the Settlement is approved, the Company or its successor-in-interest shall cause a dissemination of the "Short-Form Notice," which shall be provided substantially in the form attached hereto as Exhibit B-1, or as modified pursuant to an agreement of the Parties or order of the Court, on a postcard within ten (10) business days after the Court's approval by United States first-class mail, postage pre-paid, to all record holders and beneficial owners of Fortegra common stock at any time between and including August 12, 2014 through December 4, 2014 who can be identified with reasonable effort, at their last known addresses appearing in the unit transfer records maintained by or on behalf of Fortegra. In addition, within ten (10) business days after the Court's approval, the Company or its successor-in-interest shall cause a copy of the Short-Form Notice to be published one time over the internet via *Business Wire* or *PR Newswire*. The Short-Form Notice will inform Settlement Class Members on where to obtain the "Long-Form Notice of the Settlement to Settlement Class Members" ("Long-Form Notice") which shall be provided substantially in the form attached hereto as Exhibit B-2, or as modified pursuant to agreement of the Parties or order of the Court. The Company or its successor-in-interest shall make the Long-Form Notice available to Settlement Class Members on an internet site. In addition, the Company or its successor-in-interest shall cause the establishment of a toll-free telephone number and an address by which Settlement Class Member may request the Long-Form to be mailed. If any Settlement Class



Member requests to receive a copy of the Long-Form Notice by mail, the Company or its successor-in-interest shall cause the Long-Form Notice to be mailed by United States first-class mail, postage pre-paid to each such Settlement Class Member. The Company or its successor-in-interest shall bear all costs and expenses incurred in providing notice to the Settlement Class.

11. Subject to entry of the Notice Order, the Parties to this Stipulation will present the Settlement to the Court for entry of a Final Order and Judgment which shall, among other things, dismiss the Action with prejudice and provide for the release of Released Defendant Claims and Released Plaintiff Claims.

**F. ATTORNEYS' FEES AND EXPENSES**

12. Counsel intend to petition the Court for an award of attorneys' fees and litigation expenses. Defendants acknowledge that Plaintiffs are entitled to an award of attorneys' fees and/or reimbursement of litigation expenses but reserve the right to oppose the amount of attorneys' fees and expenses requested. The amount of the Plaintiffs' attorneys' fees and reimbursement of expenses shall be determined by the Court upon application by Plaintiffs' Counsel and such briefing and argument as the Court shall permit.

13. The Company, its successor-in-interest or their insureds shall (on behalf of all Defendants) pay to Plaintiffs' Counsel any attorneys' fees and litigation expenses that are awarded by the Court (the "Fee and Expense Award"), subject to the right to appeal the Fee and Expense Award. The Fee and Expense Award shall be paid to Plaintiffs' Counsel within ten (10) business days after the entry of an order by the Court granting the Fee and Expense Award. Any such payment shall be made subject to the joint and several obligations of Plaintiffs' Counsel to make refunds or repayment to Company, its successor-in-interest or their insureds in the event the Fee and Expense Award is reduced or reversed or the Effective Date does not occur for any

reason. Such repayment or refund shall be made within ten (10) business days from the triggering date.

14. The resolution of the fee award is not a precondition to this Settlement or to the dismissal with prejudice of the Action. Neither Plaintiffs nor Proposed Co-Lead Counsel may cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to attorneys' fees and/or litigation expenses. However, any failure of the Court to approve the Settlement, failure of the Settlement to become Final, or failure of the Merger to close, shall not preclude Plaintiffs' Counsel from applying for an award of attorneys' fees and expenses on the grounds of mootness or any other reason. In that event, Defendants preserve any and all defenses to any application for an amount of attorneys' fees and expenses.

15. Proposed Co-Lead Counsel shall allocate any Fee and Expense Award amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. Defendant Releasees shall have no responsibility for or liability whatsoever with respect to the allocation of any Fee and Expense Award.

**G. CONDITIONS OF SETTLEMENT**

16. Consummation of the Settlement is subject to and contingent upon the occurrence of all of the following events:

(a) The final approval of the Settlement by the Court and the affirmance of such approval on appeal or the expiration of the time to take any further appeal;

(b) The approval of a complete release of Defendants, Defendant Releasees, Plaintiffs and Plaintiff Releasees by the Court of the Released Defendant Claims and Released Plaintiff Claims in the form agreed to herein;

(c) The inclusion in the Final Order and Judgment of a provision enjoining all Settlement Class members from asserting any of the Released Plaintiff Claims in the form agreed to herein;

(d) The certification of a non-opt out Settlement Class for settlement purposes; and

(e) dismissal with prejudice of the Action.

**H. NO ADMISSION OF WRONGDOING OR LACK OF WRONGDOING**

17. All Defendants deny that they committed any violation of law or otherwise acted or failed to act in a proper manner and contend that the Defendants are entering into the Stipulation because the proposed Settlement would eliminate the risk, burden and expense of further litigation, would fully and finally resolve all Settled Claims, permit the Merger to be consummated without the risk of injunctive relief or delay and would permit the Company's shareholders to receive the consideration provided for in the Merger. Plaintiffs and the Settlement Class do not concede any lack of merit in their claims but believe the Settlement is in the best interests of the Class.

18. Neither this Stipulation nor the Settlement shall (i) be offered against any of the Defendant Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendant Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity of any claims that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, fault, or other wrongdoing of any kind of the Defendant Releasees; or (ii) be construed against the Plaintiff Releasees that any of their claims are without merit, that any of the Defendant Releasees had meritorious defenses, or that the consideration to

be given under the Settlement represents consideration which could be or would have been recovered after trial.

**I. MISCELLANEOUS PROVISIONS**

19. The Parties agree to use their best efforts to prevent, stay or seek dismissal of any action initiated or maintained by any Settlement Class member in any other litigation against any of the Parties to this Stipulation, which challenges the Settlement, the Merger or the Merger Agreement, or otherwise involves a Released Plaintiff Claim.

20. This Stipulation and the Settlement provided for herein shall be null and void and of no force and effect if any of the conditions set forth in Paragraph 16 is not met. In such case, the Settling Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to the date of execution of the MOU. This Stipulation shall not be admissible in evidence except to enforce its terms.

21. The Plaintiffs and Defendants agree that the Actions are being settled voluntarily after consultation with competent legal counsel.

22. This Stipulation constitutes the entire agreement among the Parties and supersedes and preempts any prior agreements and understandings concerning the subject matter hereof, and may not be amended, nor any of its provisions waived, except by a writing signed by all of the Parties hereto.

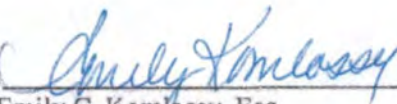
23. This Stipulation, and the Settlement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's or Florida's principles governing choice of law. The Parties agree that any dispute arising out of or relating in any way to this Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court.

24. This Stipulation may be executed in counterparts by any of the signatories hereto, including by telecopier, and as so executed, shall constitute one Agreement.

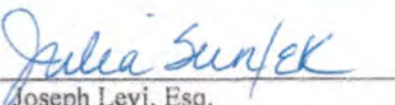
25. This Stipulation may be modified or amended only by a writing signed by the signatories hereto.

26. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, affiliates and assigns. Defendant Releasees who are not Settling Parties shall be third party beneficiaries of this Stipulation and the Settlement entitled to enforce them in accordance with their terms. This Stipulation is being executed by counsel for the Parties, each of whom represents and warrants that he or she has been granted full and complete authority from his or her client or clients to enter into this Stipulation.

**KOMLOSSY LAW, P.A.**

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*Attorneys for Plaintiffs*

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**VINCENT WONG LAW OFFICES**

By:   
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39 East Broadway, Suite 304  
New York, NY 10002

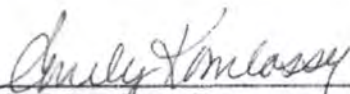


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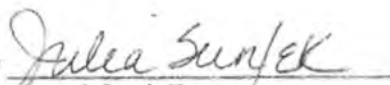
25. This Stipulation may be modified or amended only by a writing signed by the signatories hereto.

26. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, affiliates and assigns. Defendant Releasees who are not Settling Parties shall be third party beneficiaries of this Stipulation and the Settlement entitled to enforce them in accordance with their terms. This Stipulation is being executed by counsel for the Parties, each of whom represents and warrants that he or she has been granted full and complete authority from his or her client or clients to enter into this Stipulation.

**KOMLOSSY LAW, P.A.**


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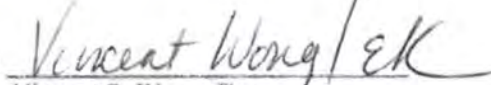
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By: \_\_\_\_\_

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*Counsel for Tiptree Operating  
Company, LLC,  
Tiptree Financial Inc., Caroline  
Holdings LLC  
and Caroline Merger Sub Inc.*

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and Caroline Merger Sub Inc.*

#34476866\_v1

# **EXHIBIT A**

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA**

IN RE FORTEGRA FINANCIAL  
CORPORATION SHAREHOLDER  
LITIGATION

Case No. 16-2014-CA-005825-XXXX-MA

---

**EXHIBIT A**

**[PROPOSED] ORDER FOR NOTICE AND SCHEDULING OF HEARING ON  
SETTLEMENT**

All parties to the above-captioned action (the “Action”) having made an application pursuant to Rule 1.220 of the Florida Rules of Civil Procedure for an order for notice and scheduling of a hearing with respect to a settlement of this Action in accordance with a Stipulation of Settlement dated as of January 26, 2015 (the “Stipulation”), which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement (“Settlement”) of this Action, and which provides for the ultimate dismissal of the Action with prejudice; and the Court having considered the Stipulation and accompanying documents; and plaintiffs Shiva Y. Stein and Carol Hickey (“Plaintiffs”), and defendants John Carroll, Francis M. Colalucci, Frank P. Filippis, Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, Sean Sweeney (collectively, the “Individual Defendants”); Fortegra Financial Corporation (together with its predecessors, successors, parents, subsidiaries, divisions and affiliates, “Fortegra”); Tiptree Operating Company, LLC, Tiptree Financial Inc., Caroline Holdings, LLC, and Carolina Merger Sub, Inc. (together with their predecessors, successors, parents, subsidiaries, divisions and affiliates, “Tiptree”) (the Individual Defendants, together

with Fortegra and Tiptree, “Defendants”), in the Action having consented to the entry of this Order;

**NOW, THEREFORE, IT IS HEREBY ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015, that:

1. **Definitions.** Except for terms defined herein (with the definitions to be applicable to both the singular and the plural forms of each term defined if both such forms of such term are used herein), the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. **Approval of Notice.** The Court approves, in form and content, the “Short-Form Notice,” substantially in the form and content annexed as Exhibit B-1 to the Stipulation, and the “Long-Form Notice of the Settlement to Settlement Class Members,” substantially in the form and content annexed as Exhibit B-2 to the Stipulation (“Long-Form Notice”), and finds that the mailing and publication of the Short-Form Notice, as set forth in paragraph 3, will fully satisfy the requirements of Rule 1.220 of the Florida Rules of Civil Procedure, due process and applicable law, is the best notice practicable and shall constitute due and sufficient notice of the Settlement and Settlement Hearing (as defined below) and all other matters referred to in the Long-Form Notice to all Persons entitled to receive such Long-Form Notice. Fortegra and/or Tiptree shall, no later than ten (10) calendar days before the Settlement Hearing scheduled herein, file with the Court proof, by affidavit or declaration, of such mailing with respect to the Notice.

3. **Notice Procedures.** Within ten (10) business days of the date of this Order, Fortegra or its successor-in-interest shall at its expense (or the expense of one of its insurers) cause a copy of the Short-Form Notice, substantially in the form annexed as Exhibit B-1 to the

Stipulation to be: mailed on a postcard by United States mail, postage pre-paid, to all members of the Settlement Class (as defined below) who can be identified with reasonable effort, at their last known addresses appearing in the unit transfer records maintained by or on behalf of Fortegra; and published one time over the internet via *Business Wire* or *PR Newswire*. The Short-Form Notice will direct Settlement Class Members to an internet website, which will make available the Long-Form Notice, which shall be provided substantially in the form attached to the Stipulation was Exhibit B-2. All record holders in the Settlement Class who were not also the beneficial owners of common shares (each common share a “Share” and each holder of Shares a “Shareholder”) of Fortegra are directed to forward the Short-Form Notice to such beneficial owners of such Shareholders within ten (10) days after receipt of the Short-Form Notice or to provide the notice administrator selected by Fortegra (the “Notice Administrator”) with a list of the names and addresses of such beneficial owners within five (5) days of receipt of the Short-Form Notice. Fortegra and Tiptree, by the Notice Administrator, shall use reasonable efforts to give notice to such beneficial owners by (a) making additional copies of the Short-Form Notice available to any record holders who, prior to the Settlement Hearing, request the same for the purpose of distribution to beneficial owners or (b) mailing copies of the Short-Form Notice to beneficial owners whose addresses have been provided to the Notice Administrator by the record holders of such Shareholders. In addition, the Company or its successor-in-interest shall cause the establishment of a toll-free telephone number and an address by which Settlement Class Members may request the Long-Form Notice to be mailed. If any Settlement Class Member requests to receive a copy of the Long-Form Notice by mail, the Company, its successor-in-interest or the Notice Administrator shall cause the Long-Form Notice to be mailed by United States first-class mail, postage pre-paid to each such Settlement Class Member. The Company or

its successor-in-interest shall bear all costs and expenses incurred in providing notice to the Settlement Class.

4. **Conditional Certification of the Settlement Class.** Solely for the purposes of the Settlement, pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure, the Court conditionally certifies a class consisting of all persons or entities who were record or beneficial owners of the Company's common stock on August 12, 2014 and held such shares through and including December 4, 2014, the closing date of the Merger, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, and excluding Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants (the "Settlement Class", and each member thereof a "Settlement Class Member").

5. **Designation of Settlement Class Representative and Settlement Class Counsel.** The Court conditionally designates Plaintiffs Shiva Y. Stein and Carol Hickey as representatives of the Settlement Class for the sole purpose of settlement proceedings (the "Settlement Class Representatives"), and their counsel, the law firms of Pomerantz LLP and Levi & Korsinsky LLP, as Co-Lead Settlement Class Counsel ("Co-Lead Counsel").

6. **Preliminary Approval of the Settlement.** The Court preliminarily approves the Stipulation and the Settlement set forth therein, as fair, reasonable and adequate, subject to further consideration at the Settlement Hearing described below.

7. **Settlement Hearing.** A hearing (the "Settlement Hearing") shall be held before this Court on \_\_\_\_\_, 2015, at \_\_:00 \_\_.m., before the Honorable Virginia B. Norton, Duval

County Courthouse, 501 W. Adams St., Jacksonville, FL 32202, to: (i) determine whether, for settlement purposes only, the Court's conditional certification of the Settlement Class, pursuant to Rules 1.220(b)(1) and 1.220(b)(2) of the Florida Rules of Civil Procedure, should be made final; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate; (iii) determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action with prejudice; and (iv) hear and determine other matters relating to the proposed Settlement. The Court may adjourn the Settlement Hearing without further notice to the Settlement Class Members other than an oral announcement at the Settlement Hearing or any adjournment thereof. Plaintiffs' and Defendants' papers in support of final approval, in support of Plaintiffs' request for attorneys' fees and expenses, and/or in opposition to any objections may be filed with the Court and served upon all parties, and on any persons filing objections or, if they are represented by an attorney, their attorney, no later than seven (7) calendar days before the Settlement Hearing. The Court may approve the Settlement and other related matters, at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members.

8. **Appearance at Settlement Hearing and Objections to Settlement.** Any Settlement Class Member may appear and show cause, if he, she or it has any reason why the Settlement should or should not be approved, or why the Order and Final Judgment should or should not be entered, provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Order and Final Judgment to be entered thereon, unless that Person (a) has served on the following counsel, such that they are received by such counsel on or before fourteen (14)



calendar days before the Settlement Hearing, (i) a written notice of objection, including a written notice of his, her or its intention to appear if he, she or it intends to do so, (ii) proof of his, her or its ownership of Fortegra stock as of August 12, 2014, (iii) a written statement of the position he, she or it will assert, (iv) the reasons for his, her or its position, and (v) copies of any papers, briefs or other matter they wish the Court to consider:

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*and*

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*Counsel for Tiptree Operating Company, LLC,  
Tiptree Financial Inc., Caroline Holdings LLC  
and Caroline Merger Sub Inc*

and (b) filed said objections, papers and briefs, and proof of service on the above-listed counsel, with the Clerk of the Circuit Court for the 4<sup>th</sup> Judicial Circuit, in and for Duval County, Florida, Duval County Courthouse, 501 W. Adams St., Jacksonville, FL 32202 on or before the same date. Any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection (including any right of appeal) and shall forever be foreclosed from making any such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation, unless otherwise ordered by the Court.

9. **Stay of Proceedings.** All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court.

10. **Termination of Settlement.** If the Settlement is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement, any Settlement Class certification herein and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become null and void and of no further force and effect, except for Fortegra's or its successor-in-interest's obligation to pay for any expenses incurred in connection with the Short-Form Notice and Long-Form Notice and administration as provided for by this Order.

11. **No Admissions by the Parties.** The provisions contained in the Stipulation shall not be deemed or constitute a presumption, concession or an admission by any party in the Action of any fault, liability or wrongdoing or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, and shall not be interpreted, construed, deemed, involved, offered, or received in evidence or otherwise used by any Person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, except in connection with any proceeding to enforce the terms of the Stipulation.

12. **Retention of Exclusive Jurisdiction by the Court.** The Court retains exclusive jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Circuit Court Judge

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# **EXHIBIT B-1**

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA**

IN RE FORTEGRA FINANCIAL  
CORPORATION SHAREHOLDER  
LITIGATION

Case No. 16-2014-CA-005825-XXXX-MA

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**EXHIBIT B-1**

**IF YOU HELD COMMON STOCK OF FORTEGRA FINANCIAL CORPORATION ON  
AUGUST 12, 2014, YOU COULD BE A CLASS MEMBER IN A CLASS-ACTION  
SETTLEMENT**

A settlement has been proposed in a class-action lawsuit pending in the Circuit Court for the Fourth Judicial Circuit, in and for Duval County, Florida between plaintiffs Shiva Y. Stein and Carol Hickey ("Plaintiffs"); Fortegra Financial Corporation ("Fortegra"); Tiptree Operating Company, LLC, Tiptree Financial Inc., Caroline Holdings, LLC, and Carolina Merger Sub, Inc. (together, "Tiptree"); and certain individual defendants that comprise Fortegra's Board of Directors (together, with Fortegra and Tiptree, the "Defendants"). If you are a class member in the class-action settlement (a "Settlement Class Member"), you (1) will be bound by any judgment entered in this Action whether or not you actually receive this Notice; and (2) may not opt out of the Settlement Class.

**Class Membership.** You are a Settlement Class Member if you were a record holder or beneficial owner of common stock of Fortegra (together with its predecessors, successors, parents, subsidiaries, divisions, and affiliates) at any time during the period from and including August 12, 2014 through and including December 4, 2014, the closing date of the merger.

**Subject Matter of Lawsuit.** On August 11, 2014, Fortegra and Tiptree entered into an Agreement and Plan of Merger, pursuant to which Tiptree would acquire Fortegra for \$10.00 per share of Fortegra common stock (the "Merger"). In connection with the execution of the Merger Agreement, certain majority stockholders executed a Written Consent of Stockholders in Lieu of Meeting, thereby approving the Merger and eliminating the need for a shareholder vote on it. Fortegra and Tiptree jointly announced the Merger the following day. The Plaintiffs challenged the merger on the grounds that, among other things, the Fortegra board of directors breached its fiduciary duties in connection with the Merger, the Agreement and Plan of Merger, and the disclosures made by Fortegra concerning the Merger.

**Settlement Terms.** In consideration for the settlement and, among other things, the dismissal with prejudice of the class-action lawsuit, the Company and Tiptree agreed to make and made the Supplemental Disclosures regarding the Merger in a Form 8-K filed with the SEC on or about October 14, 2014.

**Options for Class Members.** Any Settlement Class Member may, but is not required to, appear at the Settlement Hearing in person or by counsel and be heard in support of, or in opposition to, the Settlement, the entry of the Order and Final Judgment, or any other matter to be considered at the Settlement Hearing. If a Settlement Class Member wishes to oppose or contest the Settlement at the Settlement Hearing, the Settlement Class Member must follow the procedures set forth in the "Notice of the Settlement to Settlement Class Members," available the website

\_\_\_\_\_.

**For more information:** Call toll free \_\_\_\_\_; visit the website \_\_\_\_\_; or write to \_\_\_\_\_.

# **EXHIBIT B-2**



**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA**

IN RE FORTEGRA FINANCIAL  
CORPORATION SHAREHOLDER  
LITIGATION

Case No. 16-2014-CA-005825-XXXX-MA

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**EXHIBIT B-2**

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND  
HEARING ON PROPOSED SETTLEMENT**

**TO: ALL RECORD HOLDERS AND ALL BENEFICIAL OWNERS OF COMMON STOCK OF FORTEGRA FINANCIAL CORPORATION (TOGETHER WITH ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, DIVISIONS AND AFFILIATES, THE “COMPANY”) AT ANY TIME DURING THE PERIOD FROM AND INCLUDING AUGUST 12, 2014 THROUGH AND INCLUDING DECEMBER 4, 2014, THE CLOSING DATE OF THE MERGER.**

**THIS NOTICE WAS SENT TO YOU BY ORDER OF THE COURT. PLEASE READ THIS NOTICE CAREFULLY IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION. IF YOU ARE A CLASS MEMBER, YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION, AND THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW.**

**IF YOU HELD COMMON STOCK OF THE COMPANY FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT NOTICE TO THE BENEFICIAL OWNER.**

**This Notice is not a lawsuit against you, you are not being sued. You have received this Notice because you may be a member of the settlement class described in this Notice.**

**I. PURPOSE OF THIS NOTICE**

This Notice of Pendency and Proposed Settlement of Class Action and Hearing on Proposed Settlement (the “Notice”) is given pursuant to an Order of the Circuit Court of the 4th

Judicial Circuit, in and for Duval County, Florida (the “Court”) entered in the above-captioned action (the “Action”) on February \_\_, 2015 (the “Order for Notice and Scheduling of Hearing on Settlement”). The terms and conditions of the settlement (the “Settlement”) are embodied in a Stipulation of Settlement and Release (the “Stipulation”) entered into on January 26, 2015, by and between: (i) plaintiffs Shiva Y. Stein and Carol Hickey (“Plaintiffs”), each on their own behalf and on behalf of a putative class of holders and owners of common stock of the Company; and (ii) defendants John Carroll, Francis M. Colalucci, Frank P. Filippis, Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, and Sean Sweeney (the “Individual Defendants”); and (iii) the Company, Tiptree Operating Company, LLC, Tiptree Financial Inc., Caroline Holdings, LLC, and Carolina Merger Sub, Inc. (together with their predecessors, successors, parents, subsidiaries, divisions and affiliates, “Tiptree”) (collectively, the “Defendants,” and together with the Plaintiffs and the Individual Defendants, the “Parties”). The purpose of this Notice is to inform you of (i) the pendency and proposed Settlement of the Action by means of the Stipulation, (ii) the Court’s conditional certification of a class for purposes of the Settlement, and (iii) your right to participate in a hearing to be held on \_\_\_\_\_, 2015 at \_\_\_\_ a.m./ \_\_ p.m. (the “Settlement Hearing”), before Honorable Virginia B. Norton in the Circuit Court of the 4th Judicial Circuit, in and for Duval County, Florida, Duval County Courthouse, 501 W. Adams St., Jacksonville, FL 32202 to: (i) determine whether, for settlement purposes only, the Court’s conditional certification of the Settlement Class (as defined below), pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure (the “Florida Rules”), should be made final; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate; (iii) determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action with prejudice; and (iv) hear and determine other matters relating to the proposed Settlement.

The Court has determined that for purposes of the Settlement only, the Action shall be conditionally maintained as a class action pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules on behalf of a non-opt-out class consisting of all holders and all owners, including all record holders and/or beneficial owners, of common stock of the Company (excluding Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any Defendants) at any time during the period from and including August 12, 2014 through and including December 4, 2014, the closing date of the Merger, including, as to all such holders and all such owners, any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the “Settlement Class,” and each member thereof a “Settlement Class Member”).

This Notice describes the rights that you may have pursuant to the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the Parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits as to all Defendants and releasing claims in accordance with the terms of the Stipulation.

The Court has reserved the right to adjourn the Settlement Hearing, or any portion thereof, without further notice to the Settlement Class other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

## **II. HISTORY AND BACKGROUND OF THE SETTLEMENT**

On August 11, 2014, Fortegra and Tiptree entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Tiptree would acquire Fortegra for \$10.00 per share of Fortegra common stock (the "Merger"). In connection with the execution of the Merger Agreement, the Principal Stockholders,<sup>1</sup> which held approximately 62% of the Company's outstanding stock, executed a Written Consent of Stockholders in Lieu of Meeting, thereby approving the Merger and eliminating the need for a shareholder vote on it. Fortegra and Tiptree jointly announced the Merger the following day.

On August 18, 2014, Shiva Y. Stein, individually and on behalf of all others similarly situated, filed a class action in the Fourth Judicial Circuit, in and for Duval County, Florida captioned *Stein v. John Carroll, et. al.*, Case No. 16-2014-CA-005825-XXXX-MA (the "Stein Action"), asserting claims in connection with the Merger. Thereafter, an amended complaint was filed in the Stein Action. The amended complaint challenges, among other things, the Merger, the Merger Agreement, and the disclosures made by Fortegra concerning the Merger, and alleges that the Fortegra Board breached its fiduciary duties in connection therewith.

On September 9, 2014 Fortegra filed a Schedule 14C Preliminary Information Statement with the Securities and Exchange Commission ("SEC").

On September 15, 2014, Carol Hickey, individually and on behalf of all others similarly situated, also filed a class action in the Fourth Judicial Circuit, in and for Duval County, Florida (the "Court") captioned *Hickey v. Fortegra Financial Corporation, et. al.*, Case No. 16-2014-CA-006485-XXXX-MA (the "Hickey Action"), asserting claims in connection with the Merger.

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<sup>1</sup> The Principal Stockholders refer to Summit Partners Private Equity Fund VII-A L.P., Summit Partners Private Equity Fund VII-B L.P., Summit Subordinated Debt Fund III-A L.P., Summit Subordinated Debt Fund III-B L.P., and Summit Investors VI L.P. Summit Partners, L.P., as (i) managing member of Summit Partners PE VII, LLC, which is the general partner of Summit Partners PE VII, L.P., which is the general partner of Summit Partners Private Equity Fund VII-A, L.P. and Summit Partners Private Equity Fund VII-B, L.P., (ii) the managing members of Summit Partners SD III, LLC, which is the general partner of Summit Partners SD III, L.P., which is the general partner of Summit Subordinated Debt Fund III-A, L.P. and Summit Subordinated Debt Fund III-B, L.P. and (iii) the managing member of Summit Partners VI (GP), LLC, which is the general partner of Summit Partners VI (GP), L.P., which is the general partner of Summit Investors VI, L.P., beneficially owns the shares owned by the Principal Stockholders. All of the foregoing entities are collectively defined as "Summit."

On September 30, 2014, Fortegra filed a Schedule 14C Definitive Information Statement (“Information Statement”) with the SEC and mailed the Information Statement to Fortegra shareholders of record as of August 11, 2014. The Information Statement, among other things, explained the Merger and Merger Agreement, included a detailed description of the background of the Merger, and advised shareholders of their right to seek appraisal and how to perfect such rights.

Plaintiffs in the Action sent demand letters to Defendants on August 29, 2014 and September 19, 2014.

Between September 24, 2014 and October 12, 2014, the Settling Parties engaged in expedited discovery including (i) the production (“Defendants’ Document Production”), review and analysis of approximately 25,000 pages of documents from Fortegra and Willis Capital Markets and Advisory (“Willis”), the Fortegra Board’s financial advisor, and (ii) depositions of J.J. Kardwell, the Chairman of a Special Committee of Fortegra’s Board, Richard Kahlbaugh, Fortegra’s Chief Executive Officer and Chairman, and Tony Ursano, the Chief Executive Officer of Willis.

Following, *inter alia*, a review of documents produced pursuant to Defendants’ Document Production, on or about October 7, 2014 counsel for Plaintiffs’ Counsel sent a letter to counsel for Defendants listing, among other things, the additional disclosures that Plaintiffs would want Defendants to promptly make in consideration for any settlement of the Action;

After extensive negotiations, the Parties reached an agreement in principle, memorialized in a Memorandum of Understanding dated October 13, 2014 (the “MOU”), providing for the settlement of the Action between and among Plaintiffs, on behalf of themselves and the Settlement Class and Defendants, on the terms and subject to the conditions set forth below. As a result, Fortegra agreed to, and did, make certain additional disclosures regarding the Merger Agreement (the “Supplemental Disclosures”) through a current report on Form 8-K filed with the SEC on or about October 14, 2014.

On October 20, 2014, the Parties filed a Stipulation and Proposed Order on Transfer and Consolidation which, among other things, sought to consolidate the Stein and Hickey Actions before Judge Virginia B. Norton, the judge to whom the first-filed Stein Action was assigned. Thereafter, the Court consolidated the Stein and Hickey Actions and directed that the consolidated Action be captioned *In re Fortegra Financial Corporation*, Case No. 16-2014-CA-005825-XXX-MA.

On January \_\_, 2015, the parties filed the Stipulation of Settlement.

### **III. THE PROPOSED SETTLEMENT**

In consideration for the settlement and dismissal with prejudice of the Actions and the releases provided herein, the Company and Tiptree agreed to make and made the Supplemental Disclosures regarding the Merger in a Form 8-K filed with the SEC on or about October 14,

2014, which is attached hereto as Attachment “A.” Those Supplemental Disclosures addressed many of the changes sought in the Action and the demand letters from Plaintiffs.

Without admitting any wrongdoing, and specifically denying such, Defendants have acknowledged in the Stipulation that the filing and prosecution of the Actions and discussions with Plaintiffs’ counsel were the sole causes of the Supplemental Disclosures reflected in the Form 8-K. Defendants have also agreed that all costs and expenses incurred in providing this Notice to the Settlement Class Members are being paid by Fortegra or its successor-in-interest (or its insurer).

The full terms of the Settlement are set forth in the Stipulation.

If you are a Settlement Class Member, you (1) will be bound by any judgment entered in this Action whether or not you actually receive this Notice; and (2) may not opt out of the Settlement Class.

#### **IV. ORDER AND FINAL JUDGMENT**

At the Settlement Hearing, the Parties will ask the Court to enter an Order and Final Judgment which will, among other things:

- a. approve the Settlement pursuant to the Florida Rules of Civil Procedure;
- b. authorize and direct performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation and enforcement of the Settlement;
- c. make final the Court’s previous conditional determination to (i) certify the Settlement Class, for settlement purposes only, pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure, and (ii) designate Plaintiffs Shiva Y. Stein and Carol Hickey as the representatives of the Settlement Class, and their counsel as Co-Lead Counsel for the Settlement Class;
- d. grant the releases described more fully below in accordance with the terms of the Stipulation;
- e. permanently bar and enjoin the Plaintiffs and all Settlement Class Members from asserting, commencing, prosecuting or continuing, either directly, indirectly, individually, representatively, or in any other capacity, any action in any court asserting any of the Settled Claims (as defined below) as against any and all Defendant Releasees and Plaintiff Releasees (as defined below);
- f. dismiss the Action with prejudice; and
- g. reserve jurisdiction over all matters relating to the administration, effectuation and enforcement of the Settlement.

## **V. RELEASES**

The Stipulation provides that, as of the date when the Court's Order and Final Judgment approving the Settlement is finally affirmed on appeal or is no longer subject to appeal ("Final Court Approval," and the date thereof the "Effective Date"), Plaintiffs and each and every member of the Settlement Class and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, partnerships, principals, limited liability companies, members, attorneys, bankers, consultants, trustees, insurers, co-insurers, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and any other representatives of any of these persons or entities. (the "Releasing Plaintiff Parties"), shall fully, finally, and forever release and discharge Defendants, each of their respective present or past heirs, executors, estates, administrators, consultants, financial advisors, attorneys, bankers, investment bankers, underwriters, lenders, auditors, insurers; and each of their respective current and former officers, directors, managers, partners, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, divisions, joint ventures, general or limited partners or partnerships, limited liability companies, and any other representatives of any of these persons or entities (the "Defendant Releasees") from, except as may exist with respect to claims belonging to the Defendants against their insurers or co-insurers, all claims, debts, demands, rights, liabilities, obligations, matters, issues, and causes of action of every nature and description, whether known claims or Unknown Claims pursuant to California Civil Code §1542 or any law of any state or territory of the United States or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542, whether contingent or absolute, discoverable or undiscoverable, accrued or un-accrued, fixed or contingent, liquidated or un-liquidated, matured or un-matured, concealed or hidden, whether arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to, any claims for fraud, negligence, negligent supervision, gross negligence, intentional or reckless conduct, indemnification, breach of duty, misrepresentation, unjust enrichment, constructive trust, accounting, rescission, breach of fiduciary duty, negligent misrepresentation, insider trading, mismanagement, corporate waste, breach of contract, violations of the federal securities laws or state disclosure laws, and any other claims for damages, interest, attorneys' fees, expert fees, or other costs, expenses, liabilities, except as set forth in paragraph 12 of the Stipulation), against the Defendant Releasees, that any member of the Releasing Plaintiff Parties (i) asserted in the complaints filed in the Action, or (ii) could have asserted, or could assert, in any forum that arise out of, are based upon, or relate to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the complaints filed in the Action or that arise out of, are based upon, or relate to the Merger and/or the Merger Agreement. Released Plaintiffs Claims do not include (i) any claims relating to the enforcement of the Settlement; or (ii) any claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by Fortegra stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

The Stipulation also provides that, upon the Effective Date, the Releasing Defendant Parties completely release all claims relating to the subject matter of the Action that they have or

may have against the Plaintiff Releasees, including any claims that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action, provided, however, that the Plaintiff Releasees shall retain the right to enforce the terms of the Stipulation.

The releases contemplated by the Stipulation shall extend to claims that the Releasing Plaintiff Parties, Releasing Defendant Parties, Plaintiff Releasees and Defendant Releasees do not know or suspect to exist at the time of the release, which if known, might have affected their decision to enter into the release. Releasing Plaintiff Parties, Releasing Defendant Parties, Plaintiff Releasees and Defendant Releasees shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides as follows:

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

The Releasing Plaintiff Parties, Releasing Defendant Parties, Plaintiff Releasees and Defendant Releasees shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Parties acknowledge that the foregoing waivers were separately bargained for and are a key element of the Proposed Settlement.

**VI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS, INCLUDING BROKERS AND OTHER NOMINEES**

The Court has ordered that record holders of shares of the Company included in the Settlement Class who held such shares for the benefit of others (including, for example, brokerage firms and banks), at any time during the period of and including August 12, 2014 through and including December 4, 2014, the closing date of the Merger, must (i) send the postcard containing the "Short-Form Notice," which referred the Settlement Class Members to this Notice, to all of their respective beneficial owners of such shares within ten (10) days after receipt of the Short-Form Notice, or (ii) send a list of the names and addresses of such beneficial owners to \_\_\_\_\_ (the "Notice Administrator") within five (5) days of receipt of the Notice:

**[NOTICE ADMINISTRATOR CONTACT INFO.]**

If you are such a record holder and you choose to mail the Short-Form Notice yourself, you may obtain from the Notice Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing, by requesting such copies at the address listed above. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred or *expected* to be incurred in connection with forwarding

the Short-Form Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate, itemized documentation to the Notice Administrator at the address listed above.

In addition, the Court has ordered the Company or its successor-in-interest to cause a copy of the Short-Form Notice to be published one time over the internet via *Business Wire* or *PR Newswire*. The “Short-Form Notice” informs Settlement Class Members on where to obtain this “Long-Form Notice of the Settlement to Settlement Class Members” (“Long-Form Notice”). The Court has also ordered the Company or its successor-in-interest or Notice Administrator to make this Long-Form Notice available to Settlement Class Members on an internet site, as well as to establish a toll-free telephone number and address by which Settlement Class Members may request the Long-Form Notice to be mailed. The Notice Administrator will the Long-Form Notice, by United States first-class mail, postage pre-paid, to each Settlement Class Member requesting such a mailing.

## **VII. PLAINTIFFS’ COUNSEL’S ATTORNEYS’ FEES AND EXPENSES**

Counsel intend to petition the Court for an award of reasonable attorneys’ fees and litigation expenses in an amount up to and including \$395,000. Defendants acknowledge that Plaintiffs are entitled to an award of attorneys’ fees and/or reimbursement of litigation expenses but reserve the right to oppose the amount of attorneys’ fees and expenses requested. The amount of the Plaintiffs’ attorneys’ fees and reimbursement of expenses shall be determined by the Court upon application by Plaintiffs’ Counsel and such briefing and argument as the Court shall permit.

## **VIII. THE SETTLEMENT HEARING**

The Settlement Hearing will be held on \_\_\_\_\_, 2015 at \_\_\_\_\_, before Honorable Virginia B. Norton in the Circuit Court for the 4<sup>th</sup> Judicial Circuit, in and for Duval County, Florida, Duval County Courthouse, 501 W. Adams St., Jacksonville, FL 32202.

## **IX. YOUR RIGHT TO APPEAR AND OBJECT AT THE SETTLEMENT HEARING**

Any Settlement Class Member may, but is not required to, appear at the Settlement Hearing in person or by counsel and be heard in support of, or in opposition to, the Settlement, the entry of the Order and Final Judgment, or any other matter to be considered at the Settlement Hearing. However, no Settlement Class Member shall be heard in opposition to, or entitled to otherwise contest the approval of, the Settlement or the entry of the Order and Final Judgment, or any other matter to be considered at the Settlement Hearing, and no paper or brief submitted by any such Person shall be received or considered by the Court, unless no later than fourteen (14) calendar days before the Settlement Hearing, that Person shall file with the Clerk of the Court, Circuit Court of the 4th Judicial Circuit for Duval County, Florida, Duval County Courthouse, 501 W. Adams St., Jacksonville, FL 32202: (i) a written notice of objection, including a written notice of his, her or its intention to appear if he, she or it intends to do so, (ii) proof of his, her or its ownership of Fortegra stock as of August 12, 2014, (iii) a written statement of the position he, she or it will assert, (iv) the reasons for his, her or its position, and (v) copies of any papers,



briefs or other matter they wish the Court to consider. In addition, such Person must also serve such notice and papers upon the following counsel, such that they are received by such counsel on or before fourteen (14) calendar days before the Settlement Hearing:

Julia J. Sun, Esq.  
LEVI & KORSINSKY LLP  
30 Broad Street, 24<sup>th</sup> Floor  
New York, NY 10004  
Telephone: (212) 363-7500 ext 108  
Facsimile: (866) 367-6510

Gustavo F. Bruckner, Esq.  
POMERANTZ LLP  
600 Third Avenue  
New York, NY 10016  
Telephone: (212) 661-1100  
Facsimile: (212) 661-8665

***Co-Lead Counsel for Plaintiffs***

*and*

Louise McAlpin, Esq.  
HOLLAND & KNIGHT LLP  
701 Brickell Avenue, Suite 3300  
Miami FL 33131  
Telephone: (305) 789-7717  
Facsimile: (305) 789-7799

***Counsel for Defendants Fortegra, John Carroll, Francis M. Colalucci, Frank P. Filippis,  
Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, and Sean  
Sweeney***

Michael E. Swartz, Esq.  
SCHULTE ROTH & ZABEL LLP  
919 Third Avenue  
New York, NY 10022  
Telephone: (212) 756-2471  
Facsimile: (212) 593-5955

Courtney Grimm, Esq.  
BEDELL, DITTMAR, DEVAULT  
PILLANS & COXE, P.A  
101 East Adams Street  
Jacksonville, FL 32202  
Telephone (904) 353-0211  
Facsimile: (904) 353-9307

***Counsel for Tiptree Operating Company, LLC,  
Tiptree Financial Inc., Caroline Holdings LLC  
and Caroline Merger Sub Inc***

Such Person shall also file with the Clerk of this Court no later than fourteen (14) calendar days before the Settlement Hearing a proof of service of such notice and papers upon the above-listed counsel. Any Person who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation, in this or any other action or proceeding, unless otherwise ordered by the Court. Any Settlement Class Member who does not object to the Settlement or any other matter to be considered at the Settlement Hearing need not do anything at this time.

**X. EXAMINATION OF PAPERS**

This Notice is not all-inclusive. The references in this Notice to the pleadings in this Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of this Action, the claims that have been asserted by Plaintiff, and the terms and conditions of the Settlement, you may refer to the Stipulation and the other papers on file with the Court in this Action. You or your attorney may examine the Court's files during regular business hours of each business day at the office of the Clerk of the Court, Circuit Court of the 4<sup>th</sup> Judicial Circuit for Duval County, Florida, Duval County Courthouse, 501 W. Adams St., Jacksonville, FL 32202.

**IF YOU HAVE ANY QUESTIONS, PLEASE MAKE ALL INQUIRIES TO:**

Julia J. Sun, Esq.  
LEVI & KORSINSKY LLP  
30 Broad Street, 24<sup>th</sup> Floor  
New York, NY 10004  
(212) 363-7500 x108  
(866) 367-6510

Gustavo F. Bruckner, Esq.  
POMERANTZ LLP  
600 Third Avenue  
New York, NY 10016  
(212) 661-1100

**PLEASE DO NOT CONTACT THE COURT DIRECTLY**

Dated: \_\_\_\_\_, 2015

DISTRIBUTED BY ORDER OF THE CIRCUIT  
COURT FOR THE 4<sup>TH</sup> JUDICIAL CIRCUIT, IN  
AND FOR DUVAL COUNTY, FLORIDA

# **EXHIBIT C**

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA**

IN RE FORTEGRA FINANCIAL  
CORPORATION SHAREHOLDER  
LITIGATION

Case No. 16-2014-CA-005825-XXXX-MA

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**EXHIBIT C**

**FINAL ORDER**

This matter having come before the Court upon a motion for final approval of the terms of a Stipulation of Settlement and Release (“Stipulation”) dated as of January 26, 2015, made and entered into by and among Plaintiffs Shiva Y. Stein and Carol Hickey, on behalf of themselves and the members of the Settlement Class (as defined herein), and Fortegra Financial Corporation (the “Company” or “Fortegra”); John Carroll, Francis M. Colalucci, Frank P. Filippis, Richard S. Kahlbaugh, J.J. Kardwell, Dr. Arun Maheshwari, Ted W. Rollins, Sean Sweeney (collectively, the “Individual Defendants” or the “Fortegra Board”); Tiptree Operating Company, LLC, Tiptree Financial Inc., Caroline Holdings, LLC, and Carolina Merger Sub, Inc. (collectively, “Tiptree,” together with Fortegra and the Individual Defendants, “Defendants”), in the above-captioned class action lawsuit (the “Action”), by and through their respective attorneys; and the Court, having held a hearing, as noticed, on \_\_\_\_\_, 2015, at \_\_\_\_ a.m. / p.m. (the “Settlement Hearing”) to consider the proposed settlement as embodied in the Stipulation (the “Settlement”); and the Court having determined that due and adequate notice has been given in accordance with the Order For Notice and Hearing On Settlement of Class Action (the “Notice Order”) and that such notice was adequate and sufficient, and the parties having

appeared by their attorneys of record; and the attorneys for the respective parties having been heard in support of the Settlement of the Action for which the Stipulation provides therein; and an opportunity to be heard having been given to all other persons desiring to be heard as provided in the Notice; and the entire matter of the Settlement having been heard and considered by the Court;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Court has jurisdiction over the subject matter of the Action and, for the purposes of settlement of the Action only, over all parties to the Action, including but not limited to, Plaintiffs, all members of the Settlement Class, and the Defendants.

2. The Court finds, for purposes of settlement only, that each of the requirements of Rules 1.220(b)(1) and (b)(2) of the Florida Rules of Civil Procedure have been satisfied, in that (a) the members of the Settlement class are so numerous that separate joinder of each member is impracticable, (b) the claim or defense of the representative party raises questions of a law or fact common to the questions of law or fact raised by the claim or defense of each member of the class, (c) the claim or defense of the representative party is typical of the claim or defense of each member of the class, (d) the representative party can fairly and adequately protect and represent the interests of each member of the class, (e) the prosecution of separate claims or defenses by or against individual members of the class would create a risk of inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class, and (f) Defendants have acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.

3. The Action is hereby certified, for settlement purposes only, as a class action pursuant to Rule 1.220(b)(1) and (b)(2) of the Florida Rules of Civil Procedure consisting of all persons or entities who were record or beneficial owners of the Company's common stock on August 12, 2014 and held such shares through and including December 4, 2014, the closing date of the Merger, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, and excluding Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants (the "Settlement Class").

4. Plaintiffs Shiva Y. Stein and Carol Hickey are hereby certified as the Settlement Class representatives and their counsel, Levi & Korsinsky LLP and Pomerantz LLP, as Co-Lead Counsel for the Settlement Class. The Court finds that the Settlement Class representatives and their counsel have fairly and adequately represented the interests of the Settlement Class.

5. Commencing on or about \_\_\_\_\_, 2015, the Short-Form Notice was: sent by postcard to the Settlement Class pursuant to and in the manner directed by the Notice Order; and published one time over the internet via *Business Wire* or *PR Newswire*. The Short-Form Notice informed Settlement Class Members on where to obtain the "Long-Form Notice of the Settlement to Settlement Class Members" ("Long-Form Notice"). Specifically, the notice administrator selected by Fortegra (the "Notice Administrator") made the Long-Form Notice available through an internet site, and established a toll-free telephone number and an address by which Settlement Class Member were able to request the Long-Form to be mailed. The Notice Administrator mailed the Long-Form Notice, by United States first-class mail, postage pre-paid, to each Settlement Class Member that made a request for a Long-Form Notice. A full

opportunity to be heard has been afforded to all parties, the Settlement Class and persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and is due and sufficient notice to the members of the Settlement Class pursuant to Florida law and due process, and it is further determined that all members of the Settlement Class are bound by this Order and Final Judgment.

6. The Court finds that the Settlement set forth in the Stipulation should be approved. Accordingly, the Stipulation and the terms of the Settlement as described in the Stipulation are hereby approved in their entirety, pursuant to Florida Rule of Civil Procedure 1.220. The parties to the Settlement are hereby directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation. Plaintiffs, all Settlement Class Members and Defendants are hereby bound by the terms of the Settlement as set forth in the Stipulation.

7. The Court approves the Settlement, and dismisses with prejudice the Action and permanently bars and enjoins the institution and prosecution of any Released Plaintiff Claim against any Defendant Releasee in any court or other forum, as set forth in Paragraphs 3 through 8 of the Stipulation.<sup>1</sup> The Action is hereby dismissed as against all Defendants on the merits and with prejudice and without court costs to any Party as against any other Party. The Court also permanently bars and enjoins the institution and prosecution of any Released Defendant Claim against any Plaintiff Releasee. The Releases set forth in paragraphs 3 through 8 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects, and are hereby ordered to be effective as of the Effective Date.

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<sup>1</sup> The Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.



8. This Order and Final Judgment shall not constitute any evidence, or an admission by any Defendant Releasee or Plaintiff Releasee, that any acts of wrongdoing have been committed or not been committed and shall not be deemed to create any inference that there is any liability or lack of liability on the part of any Defendant Releasee or Plaintiff Releasee.

9. The Court reserves jurisdiction, without affecting the finality of this Judgment, over the enforcement and administration of the Settlement.

10. There being no just reason for delay, the Court hereby directs that this Order and Final Judgment be entered by the Clerk of the Court.

11. In the event that the “Effective Date” does not occur in accordance with paragraph 1(g) of the Stipulation, then the judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation, and this Order and Final Judgment shall be vacated. In such event, all orders entered in connection with the Stipulation shall be void, and the Settlement Class shall be decertified. In such event, the Action shall return to its status prior to execution of the Stipulation.

12. Plaintiff’s Counsel is hereby awarded attorneys’ fees and expenses in the sum of \$\_\_\_\_\_ in connection with the Action, which sum the Court finds to be fair and reasonable. Such sum shall be paid pursuant to the provisions of the Stipulation. No Plaintiff or counsel representing any Plaintiff shall make any further or additional application for fees or expenses to the Court or any other court in connection with any litigation concerning the Merger.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Circuit Court Judge