

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

-----X
JOEL L. LOPATE and KAY LOPATE,
individually and on behalf of all
others similarly situated,

Plaintiffs,

- v. -

R. KIRK LANDON, GERALD N. GASTON,
NICHOLAS A. BUONICONTI, ARMANDO M.
CODINA, PETER DOLARA, BERNARD P.
KNOTH, JAMES F. JORDEN, DARYL L.
JONES, EUGENE M. MATALENE, JR.,
ALBERT H. NAHMAD, NICHOLAS J. ST.
GEORGE, ROBERT C. STRAUSS, GEORGE
E. WILLIAMSON, II, AMERICAN BANKERS
INSURANCE GROUP, INC., AMERICAN
INTERNATIONAL GROUP, INC., and
AIGF, INC.,

Defendants.
-----X

98-0168
Case No.

CLASS ACTION
COMPLAINT CIV-MORENO

MAGISTRATE JUDGE
GARBER

FILED BY _____ D.C.
98 JAN 28 AM 10:07
CARLOS XENKE
CLERK U.S. DIST. CT.
S.D. OF FLA.-MIAMI

Plaintiffs allege, upon information and belief
except as to paragraph 1, which is alleged on knowledge, as
follows:

THE PARTIES

1. Plaintiffs Joel L. Lopate and Kay Lopate were
at all times relevant hereto the owners of shares of common
stock of American Bankers Insurance Group, Inc. ("American
Bankers" or the "Company").

2. American Bankers is a Florida corporation
with its principal executive offices located in Miami,
Florida. American Bankers shares are traded on the New York
Stock Exchange under the symbol "ABI". As of December 31,
1997, there were approximately 20.8 million shares of

1/92

American Bankers common stock outstanding held by approximately 1,532 shareholders of record.

3. Defendant R. Kirk Landon ("Landon") has been Chairman of the Board of the Company since 1980, and was formerly the Chief Executive Officer of the Company.

4. Defendant Gerald N. Gaston ("Gaston") is Vice Chairman of the Board of the Company. Gaston has been President of the Company since 1980 and Chief Executive Officer since 1996.

5. Defendants Nicholas A. Buoniconti, Armando M. Codina, Peter Dolara, Bernard P. Knoth, James F. Jordan, Daryl L. Jones, Eugene M. Matalene, Jr., Albert H. Nahmad, Nicholas J. St. George, Robert C. Strauss, and George E. Williamson, II are directors of the Company (collectively with Landon and Gaston said Defendants will be referred to as the "Individual Defendants").

6. Defendant American International Group, Inc. ("AIG") is a Delaware corporation with its principal executive offices in New York, New York. AIG is a holding company engaged primarily in the general and life insurance businesses both in the United States and abroad. AIG is controlled by its Chairman, Maurice R. Greenberg, a material fact that AIG has wrongfully failed to disclose in violation of Section 13(d) of the Exchange Act.

7. Defendant AIGF, Inc. ("AIGF") is a Florida corporation wholly owned by AIG. Pursuant to a merger

agreement signed by American Bankers, AIG and AIGF in December 1997 (the "AIG Merger Agreement"), AIG is to acquire American Bankers through a merger of American Bankers into AIGF, with AIGF to be the surviving corporation in the merger.

JURISDICTION AND VENUE

8. The claims asserted herein arise under Section 13(d) of the Exchange Act, 15 U.S.C. § 78m(d), and the rules and regulations promulgated thereunder by the Securities and Exchange Commission (the "SEC"), and the laws of the State of Florida. This Court has jurisdiction over this action pursuant to Section 27 of the Exchange Act, 15 U.S.C. § 78aa; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1367 (supplemental jurisdiction).

9. This Court has jurisdiction over this action because American Bankers is located and does business in Florida.

10. Venue is proper in this District pursuant to Section 27 of the Exchange Act and 28 U.S.C. § 1391(b). The claims asserted herein arose in this District, and the acts and transactions complained of have occurred, are occurring, and unless enjoined, will continue to occur in this District.

CLASS REPRESENTATION ALLEGATIONS

11. Plaintiffs bring this action pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil

Procedure on their own behalf, and on behalf of all other class members similarly situated in the United States of America. Excluded from the Class are Defendants, and any person or other entity related to or affiliated with Defendants.

12. The Class satisfies the requirements of Rule 23(a) -- numerosity, commonality, typicality, and adequacy -- and Rule 23(b)(3) -- predominance and superiority -- for the reasons set forth below.

13. This action is properly maintainable as a class action for the following reasons:

(a) The Class is so numerous that joinder of all members is impracticable. As of December 31, 1997, there were approximately 1,532 holders of record of American Bankers common stock, which stock trades on the New York Stock Exchange.

(b) Members of the Class are scattered throughout the United States and are so numerous that it is impracticable to bring them all before this Court.

(c) There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual class member. The common questions include, inter alia, the following:

(i) Whether defendants have engaged and are continuing to engage in a plan and scheme to benefit themselves at the expense of the members of the Class;

(ii) Whether defendants violated the federal securities laws;

(iii) Whether the Individual Defendants, as officers and/or directors of the Company have fulfilled, and are capable of fulfilling, their fiduciary duties to plaintiffs and the other members of the Class, including their duties of, loyalty, due care, and candor;

(iv) Whether the defendants have disclosed all material facts in connection with the challenged transaction; and

(v) Whether plaintiffs and the other members of the Class would be irreparably damaged were defendants not enjoined from the conduct described herein;

(d) The claims of plaintiffs are typical of the claims of the other members of the Class in that all members of the Class will be damaged by defendants' actions.

(e) Plaintiffs are committed to prosecuting this action and have retained competent counsel experienced in litigation of this nature. Plaintiffs are adequate representatives of the Class.

(f) A class action is superior to any other method available for the fair and efficient adjudication of this controversy since it would be impractical and undesirable for each of the members of the Class, who has suffered or will suffer damages, to bring separate actions.

14. Moreover, defendants have acted and will

continue to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

15. American Bankers is a specialty insurer providing primarily credit-related insurance products in the U.S. and Canada as well as in Latin America, the Caribbean and the United Kingdom. The majority of the Company's gross collected premiums are derived from credit-related insurance products sold through financial institutions and other entities which provide consumer financing as a regular part of their businesses.

16. On December 22, 1997, American Bankers and AIG jointly announced that American Bankers was to be purchased by AIG for \$2.2 billion in stock and cash, equivalent to \$47 a share ("the AIG Merger Agreement") with AIGF to be the surviving corporation in the merger.

17. This offer represented a 6.2% premium over American Bankers' share price the prior trading day.

18. As part of the AIG Merger Agreement, American Bankers shareholders would receive cash only in certain circumstances and cash would be paid only to those shareholders requesting it.

19. Also as part of the AIG Merger Agreement, the Individual Defendants agreed to be barred from talking to

other bidders for 120 days after the agreement (the "120-day provision").

20. Undisclosed in the AIG Merger Agreement was the fact that American Bankers had received repeated overtures over the past several years from Cendant Corporation, formerly known as CUC International ("Cendant").

21. John H. Fullmer, Cendant's Executive Vice President and Chief Marketing Officer, and representatives of the Company, including Gerald N. Gaston, the Company's Vice Chairman, President and Chief Executive Officer, met on various occasions to discuss possible strategic marketing alliances.

22. At a meeting held in May 1997, Mr. Fullmer and Mr. Gaston met and discussed Cendant's interest in acquiring the Company and the existence of certain financial issues relating to a possible combination.

23. In the summer of 1997, a merger was pending between CUC and HFS, now Cendant. Representatives of HFS separately identified the Company as a possible acquisition candidate.

24. During the course of planning for the then-pending merger of CUC and HFS, their mutual interest in the Company was identified and scheduled to be pursued following completion of that merger.

25. On December 3, 1997, a significant shareholder of the Company indicated to a Senior Vice President of what is now Cendant that it believed American Bankers was considering a sale transaction. This information was conveyed to Mr. Fullmer, who attempted on several occasions to contact Mr. Gaston to inquire as to its validity.

26. Mr. Fullmer ultimately spoke with Mr. Gaston in mid-December 1997 and described the merger of CUC and HFS which created Cendant and emphasized that the resulting size and scale of Cendant had eliminated the financial issues relating to an acquisition of the Company which they had previously discussed. Mr. Fullmer inquired whether the Company was actively engaged in discussions relating to an acquisition, and indicated that, if the Company was so engaged, representatives of his company would like to meet immediately with the Company's representatives to discuss its strong interest in exploring such a transaction.

27. In response to Mr. Gaston's assurances that the Company was not actively engaged in acquisition discussions, Mr. Fullmer agreed to forward to Mr. Gaston information regarding Cendant and to contact Mr. Gaston to schedule a meeting in early January, 1998 to discuss a possible acquisition transaction.

28. On December 22, 1997, the Company and AIG announced that they had entered into the AIG Merger

Agreement and that certain stockholders of the Company had entered into the Voting Agreement with AIG.

29. In connection with the execution of the AIG Merger Agreement, the Company and AIG entered into an option agreement (the "AIG Lockup Option Agreement") pursuant to which the Company granted to AIG an option (the "AIG Lockup Option"), exercisable in certain events, to purchase up to approximately 8,265,626 common shares (which represented 19.9% of the outstanding number of common shares at the time the AIG Lockup Option Agreement was entered into) at an exercise price of \$47.00 per common share, subject to adjustment as set forth therein. The AIG Lockup Option may not be exercised prior to AIG's receipt of applicable regulatory approvals, including insurance regulatory approvals.

30. Also as part of the AIG Merger Agreement, the Company has agreed to a provision which provides that the Company and its subsidiaries, officers, directors, employees, agents and representatives will not, directly or indirectly, (i) initiate, solicit, encourage, or otherwise facilitate any inquiries or the making of any proposal or offer with respect to a merger, reorganization, share exchange, consolidation or similar transaction involving, or any purchase of 15% or more of the assets or any equity securities of, the Company or any of its subsidiaries (an "Acquisition Proposal"), or (ii) engage in any negotiations

concerning, provide any confidential information or data to, or have any discussions with, any person relating to an Acquisition Proposal, or otherwise facilitate any effort or attempt to make or implement an Acquisition Proposal, until after 120 days have elapsed since the date of the AIG Merger Agreement (the "120-day provision").

31. The AIG Merger Agreement provides that under certain circumstances in which the AIG Merger Agreement is terminated, the Company will have an obligation to pay a cash fee of \$66 million to AIG (the "AIG Termination Fee"). However, pursuant to the terms of the AIG Lockup Option Agreement, AIG's total profit under the AIG Lockup Option Agreement (including the amount of the AIG Termination Fee) is limited to \$66 million.

32. In connection with the execution of the AIG Merger Agreement, AIG entered into a Voting Agreement (the "AIG Voting Agreement") with R. Kirk Landon, Chairman of the Board of the Company, and Gerald N. Gaston, Vice Chairman, President and Chief Executive Officer of the Company, pursuant to which Messrs. Landon and Gaston agreed (i) to vote the approximately 8.25% of the outstanding Company shares beneficially owned by them (A) in favor of adopting the AIG Merger Agreement and approving the proposed AIG Merger and (B) against any action or proposal that would compete with or could serve to materially interfere with, delay, discourage, adverse affect or inhibit the timely

consummation of the proposed AIG Merger, and (ii) upon request, to grant to AIG an irrevocable proxy with respect to such common shares.

33. On January 27, 1998, Cendant Corporation commenced a tender offer of \$2.41 billion for American Bankers or \$58 a share as compared to the AIG offer of \$47 a share.

34. Cendant said it was making the tender offer because the AIG Merger Agreement entered by defendants barred defendants from talking to other bidders for 120 days after the agreement.

35. Cendant indicated that the "120 days" provision raised questions about whether the AIG Merger Agreement was in the best interests of American Bankers shareholders.

36. The Cendant proposal represents a premium of \$11 (in excess of 23%) over the value of American International Group's offer, and is demonstrably superior to the AIG proposed transaction.

37. In response to whether Cendant might raise its offer, Henry Silverman, Chief Executive Officer of Cendant, responded that Cendant's offer is "flexible."

38. Defendants have not disclosed the reasons for the preferential treatment afforded AIG, nor why they failed to continue their discussions with Cendant.

FIRST CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

39. Plaintiffs repeat and reallege paragraphs 1 through 38 as if fully set forth herein.

40. Having decided to seek a transaction in which all of American Bankers shares would be acquired, the director defendants' fiduciary responsibilities required them to take all steps reasonably calculated to achieve the highest value obtainable for American Bankers shares.

41. By failing to continue discussions with Cendant, by negotiating solely with AIG, and entering the AIG Merger Agreement, Lock-up Option, the 120-day provision, the Termination Fee, and the Voting Agreement, defendants' breached their fiduciary obligations and violated their duty to maximize shareholder value.

SECOND CLAIM FOR RELIEF
(Breach of Fiduciary Duty of Candor)

42. Plaintiffs repeat and reallege paragraphs 1 through 41 as if fully set forth herein.

43. Defendants have failed to disclose the reasons for failing to consider, solicit, and/or entertain Cendant's offer. Instead, knowing full well of Cendant's interest, American Bankers and the Individual Defendants entered the AIG Merger Agreement, the Lockup Option, the 120-day provision, the Termination Fee, and the Voting Agreement without explanation.

44. Defendants' aforesaid conduct and their failure to disclose the existence of another potential acquiror is a breach of their fiduciary duties as such information is material and/or necessary for Class members to have in order to make an informed decision Merger Agreement.

45. By reason of their positions, Defendants were in possession of material inside information not disclosed to the investing public concerning American Bankers, and the process by which Cendant was spurned and AIG welcomed, which facts were misrepresented in violation of defendants' fiduciary obligations.

46. As a result of the foregoing, the defendants have breached and/or aided and abetted breaches of fiduciary duties owed to American Bankers and its stockholders.

THIRD CLAIM FOR RELIEF

**(For Violations of Section 13(d) of
the Exchange Act and the Rules and
Regulations Promulgated Thereunder Against AIG)**

47. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

48. Section 13(d) of the Exchange Act and Rule 13d-1 thereunder provide that any person who acquires, directly or indirectly, beneficial ownership of more than 5 percent of any class of equity security of an issuer registered under Section 12 of the Exchange Act, shall, within 10 days after such acquisition, send to the issuer

and file with the SEC and any exchange where the security is traded, a Schedule 13D pursuant to the SEC's Rule 13d-1 setting forth, among other things, the identity of the person who beneficially owns more than 5 percent of the issuer's stock and, in the event such person is a corporation, the identity of each person controlling such corporation.

49. The purpose of Section 13(d) is, among other things, to permit companies, their shareholders and the investing public generally to (i) be aware of accumulations of blocks of stock in excess of 5 percent of the outstanding shares of any equity security, and (ii) ascertain the background of, and other pertinent information relating to, the holders of such blocks -- and the persons who control such holders -- with respect to the particular issuer in question, all with a view toward enabling shareholders and the public to make informed investment decisions based upon full disclosure of all relevant and material information concerning issuers and those in a position to assert control over them.

50. On January 16, 1998, defendant AIG filed a Schedule 13D with the SEC disclosing that it is the beneficial owner of 8.3 percent of the outstanding common shares of American Bankers common stock -- the shares that are subject to the Voting Agreement.

51. The Schedule 13D is materially false and misleading in that AIG has failed to disclose, as it must under Section 13(d) of the Exchange Act, that AIG's Chairman of the Board, Maurice R. Greenberg, is a person "controlling" AIG, i.e., a person who has "possession, direct or indirect, of power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise." 17 C.F.R. ¶ 240.12b-2.

52. Greenberg exercises control over AIG through, among other things, control of approximately 30 percent of the outstanding shares of common stock of AIG, a portion of which is held directly -- and nominally -- by Starr International Company, Inc. ("Starr International"), The Starr Foundation ("Starr Foundation") and C.V. Starr & Co., Inc. ("C.V. Starr") -- private companies that Greenberg controls, and by other AIG officers and directors, whom Greenberg also controls.

53. Greenberg's position is Chairman and Chief Executive Officer of AIG and his control over almost one-third of that corporation's stock gives him the power, directly and indirectly, to direct or cause the direction of the management and policies of AIG. These material facts, which are legally required to be disclosed, have been illegally omitted from AIG's Schedule 13D. As a result, the shareholders of American Bankers remain unaware that

Greenberg controls AIG, and that he would effectively control American Bankers in the event it is merged with AIG.

54. Plaintiffs have no adequate remedy at law.

WHEREFORE, plaintiff demands judgment as follows:

1. Declaring this to be a proper class action and;

2. Ordering defendants to carry out their fiduciary duties to plaintiffs and the other members of the Class, including the duties of care, loyalty, and candor by among other things: (i) ordering defendants to conduct a market check and (ii) consider all bona fide third party offers.

3. Granting preliminary and permanent injunctive relief against the consummation of the transaction as described herein;

4. In the event the transaction is consummated, rescinding the transaction effected by defendants and awarding rescissionary damages;

5. Ordering defendants, jointly and severally, to pay to plaintiffs and to other members of the Class all damages suffered and to be suffered by them as the result of the acts and transactions alleged herein;

6. declaring null and void the AIG Merger Agreement, the 120-day provision, the Lockup Option, the Termination Fee and the AIG Voting Agreement each as described herein;

7. compelling defendants to make full disclosure of all material information;

8. awarding plaintiffs the costs and disbursements of the action, including a reasonable allowance for plaintiffs' attorney's fees and experts' fees; and

9. granting such other and further relief as this Court may deem to be just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable as a matter of right.

Dated: January 28, 1998

Respectfully submitted,

Counsel for Plaintiffs

GOODKIND LABATON RUDOFF & SUCHAROW LLP
200 South Biscayne Blvd.
Suite 2100
Miami, Florida 33131
Telephone: (305) 579-1260
Facsimile: (305) 579-1229

By: 

Emily C. Komlossy
Florida Bar No. 007714
Peter H. Rachman
Florida Bar No. 977756

**PLAINTIFF'S CERTIFICATION OF SECURITIES
FRAUD CLASS ACTION COMPLAINT**

KAY LOPATE ("Plaintiff"), hereby certify that: _

1. Plaintiff has reviewed the complaint filed herewith in the captioned action (the "Complaint"), and have authorized the filing thereof.

2. Plaintiff is willing to serve as a representative parties on behalf of the class (the "Class") as defined in the Complaint, including providing testimony at deposition and trial, if necessary.

3. During the proposed Class Period described in the Complaint, plaintiff Kay Lopate purchased the following shares of American Bankers Insurance Group:

<u>Date</u>	<u>No. of Shares</u>	<u>Purchase Price Per Share</u>
6-19-96	200	41 5/8

4. I have not sold the foregoing shares.

5. Plaintiff did not purchase these securities at the direction of counsel, or in order to participate in any private action arising under the Securities Exchange Act of 1934.

6. During the three year period preceding the date of this Certification, Plaintiff has not sought to serve as a representative plaintiff in actions arising under the federal securities laws.

7. Plaintiff will not accept any payment for serving as a representative party on behalf of the Class beyond a pro

rata of any possible recovery, except for an award, as ordered or approved by the court, for reasonable costs and expenses (including lost wages) directly relating to the representation of the Class.

Signed under the penalties of perjury this 28th day of January , 1996.


KAY LOPATE

CIVIL COVER SHEET

98-0168

CIV-MORENO

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

(a) PLAINTIFFS
JOEL L. LOPATE and
KAY LOPATE

MAGISTRATE JUDGE
GARBER

DEFENDANTS
AMERICAN BANKERS INSURANCE GROUP, INC., GERALD N. GASTON
R. KIRK LANDON, EUGENE M. MATALENE, JR., ARMANDO CODINA,
PETER J. DOLARA, JAMES F. JORDEN, BERNARD P. KNOTH,
ALBERT H. NAHMAD, NICHOLAS J. ST. GEORGE, ROBERT C. STRAUSS,
GEORGE E. WILLIAMSON II, DARYL L. JONES, NICHOLAS A.
BUONICONTI, WILLIAM H. ALLEN, JR. and AIGF, INC.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF DADE

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT DADE
(IN U.S. LAINTIFF CASES ONLY)

(EXCEPT IN U.S. PLAINTIFF CASES)
A: Dade 98CV0168/FAM/BLG

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS AND TELEPHONE)
GOODKIND LABATON RUDOFF & SUCHAROW LLP
200 South Biscayne Boulevard, Suite 2100
Miami, Florida 33131
(305) 579-1260
DADE

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE:

DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE, HIGHLANDS

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- 1. U.S. Government Plaintiff
- 3. Federal Question (U.S. Govt Not a Party)
- 2. U.S. Government Defendant
- 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(FOR DIVERSITY CASE ONLY)

- Citizen of This State
- Citizen of Another State
- Citizen or Subject of Foreign Country

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | |
|----------------------------|----------------------------|---|----------------------------|----------------------------|
| PTF | DEF | | PTF | DEF |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Inc. of Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Inc. and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Iva. 15 days estimated (for both sides) to try entire case

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

A CONTRACT	A TORTS	B FORFEITURE PENALTY	A BANKRUPTCY	A OTHER STATUS
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgement <input type="checkbox"/> 161 Medicare Act <input type="checkbox"/> 162 Recovery of Defaulted Student Loans (Excl Veterans) B <input type="checkbox"/> 163 Recovery of Overpayment of Veteran's Benefits B <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 196 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 316 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 346 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 356 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 366 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personnel Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending B <input type="checkbox"/> 380 Other Personnel Property Damage <input type="checkbox"/> 386 Property Damage	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 626 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other A LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations B <input type="checkbox"/> 730 Labor Management Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret.Inc. Security Act B	<input type="checkbox"/> 422 Appeal 28 USC 198 <input type="checkbox"/> 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark B SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395FF) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (406(g)) <input type="checkbox"/> 864 ESIS Title XVI <input type="checkbox"/> 866 RSI (406(g)) A FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 28 USC 7409	<input type="checkbox"/> 400 States Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 460 Commercial/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input checked="" type="checkbox"/> 860 Securities Commodities/Exchange <input type="checkbox"/> 876 Customer Challenge 12USC410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 886 Freedom of Information Act <input type="checkbox"/> 890 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 890 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions A or B
A REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure B <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 246 Tort Product Liability <input type="checkbox"/> 250 All Other Real Property	A CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 446 Other Civil Rights	A PRISONER PETITIONS <input type="checkbox"/> 610 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 630 General <input type="checkbox"/> 636 Death Penalty <input type="checkbox"/> 640 Mandamus & Other <input type="checkbox"/> 650 Civil Rights - A or B		

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- 1. Original Proceeding
- 2. Removed From State Court
- 3. Remanded From Appellate Court
- 4. Refiled
- 5. Multidistrict Litigation
- 6. Transferred from another district (Specify)
- 7. Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT

CHECK IF THIS IS A UNDER F.R.C.P. 22

CLASS ACTION YES

DEMAND \$ UNDETERMINED

JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY

PLAINTIFF: CEDANT CORPORATION ET AL. V. AMERICAN BANKERS INSURANCE GROUP ET AL. JUDGE: K. MICHAEL MOORE DOCKET NO. 98-0159

DATE: January 28, 1998 SIGNATURE OF ATTORNEY OF RECORD: PETER H. RACHMAN, ESQUIRE

UNITED STATES DISTRICT COURT FOR OFFICE USE ONLY: Record No. 201033 Date Paid: 01/28/98 Amount: 150.00

3/94 1-2 Rev. 9/94