

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

RECEIVED
FEB 27 1999
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MARTIN LUTHER KING, JR. BUILDING
CORCORAN ST. JACKSONVILLE, FL 32202

-----X
ANN GOODMAN, BERND BILDSTEIN, IRA, :
MICHAEL F. COFFEY, LOUIS and ALICE :
SPECTOR, 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

Case No. 98-0168
CIV-MOORE
**CONSOLIDATED AND
AMENDED CLASS
ACTION COMPLAINT**

JURY TRIAL DEMANDED

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

THE PARTIES

1. Plaintiffs Ann Goodman, Bernd Bildstein, Michael F. Coffey, Louis and Alice Spector, Joel L. Lopate, Kay Lopate (collectively "Plaintiffs"), were at all times relevant hereto

45
IK

the owners of shares of common stock of American Bankers Insurance Group, Inc. ("American Bankers" or the "Company").

2. Defendant 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 November 3, 1997, there were approximately 41.5 million shares of American Bankers common stock outstanding held by approximately 1,532 shareholders of record.

3. Defendant R. Kirk Landon ("Landon") was at all relevant times Chairman of the Board of the Company, and was formerly the Chief Executive Officer of the Company.

4. Defendant Gerald N. Gaston ("Gaston") was at all relevant times 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. Jorden, Daryl L. Jones, Eugene M. Matalene, Jr., Albert H. Nahmad, Nicholas J. St. George, Robert C. Strauss, and George E. Williamson, II were all at relevant times, 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.

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 was 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 Sections 14(a) and 14(e) of the Exchange Act, 15 U.S.C. § 78n, 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. American Bankers is located and does business in Florida; moreover, many of the acts described herein occurred in this District.

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 shareholders of American Bankers as of January 27, 1998, and their successors in interest. 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 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 fulfilled, their fiduciary duties to plaintiffs and the other members of the Class; and

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

(d) The claims of plaintiffs are typical of the claims of the other members of the Class in that all members of the Class were 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.

SUBSTANTIVE ALLEGATIONS

14. 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.

15. 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.

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

17. 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.

18. 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").

19. Undisclosed in the AIG Merger Agreement was the fact that American Bankers had received repeated overtures over

the past several years from Cendant Corporation ("Cendant"), formed by the merger of CUC International and HFS.

20. 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.

21. 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.

22. 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. Their mutual interest in the Company was scheduled to be pursued following completion of the CUC-HFS merger.

23. Throughout much of 1997, American Bankers held negotiations for a possible transaction with AIG.

24. 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.

25. 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.

26. 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.

27. However, 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. It was then contemplated by the parties that the AIG Merger would be finalized prior to April, 1998.

28. 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.

29. Also as part of the AIG Merger Agreement, the Company agreed to a provision which provides that the Company and its subsidiaries, officers, directors, employees, agents and representatives would 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").

30. The AIG Merger Agreement provided that under certain circumstances in which the AIG Merger Agreement is terminated, the Company would 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) would be limited to \$66 million.

31. 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, adversely 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.

32. American Bankers had a shareholder rights plan, commonly known as a "poison pill" to deter unsolicited bids for the Company. Pursuant to the poison pill, each share of American Bankers common stock also had a detachable right, which was triggered upon the announcement of an acquisition proposal such as the Cendant proposal, and distributed and non-redeemable 10 days thereafter. Thus, if the rights were not redeemed by American Bankers' Board of Directors, all rightsholders would receive additional shares of the Company's stock at a 50% discount, making any unwelcome takeover of American Bankers prohibitively more expensive.

33. In the AIG Merger Agreement, American Bankers agreed to extend the poison pill (scheduled to expire on March 10, 1998) or adopt a new poison pill at AIG's request. However, in connection with the Cendant offer, described herein, American Bankers did not initially agree to take action to prevent the poison pill from impeding the Cendant offer. Absent an amendment to the redemption of the poison pill, the rights would have become non-redeemable on or about February 17, 1998, or prior to the American Bankers' shareholder meetings scheduled in early March, 1998. On February 5, 1998, Company's Board of Directors amended the poison pill to extend the distribution date of the rights so that it would not occur until such date as the Individual Defendants may determine.

34. On January 27, 1998, Cendant Corporation commenced a tender offer of \$2.41 billion for American Bankers or \$58 a share ("Cendant offer").

35. The Cendant offer represented a premium of \$11 (in excess of 23%) over the value of the AIG Merger, and was demonstrably superior to the AIG Merger.

36. Cendant indicated 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.

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

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

39. On the day that Cendant launched its tender offer, January 27, 1998, AIG issued a press release announcing that it had given American Bankers notice of its intention to exercise the Lock-Up Option to acquire 19.9% of the outstanding shares of American Bankers at \$47 per share (the "Lock Up Press Release"). The consummation of AIG's purchase of these shares pursuant to the Lock-Up Option was subject to applicable regulatory approvals.

40. On February 5, 1998, the Company's Board met to consider the Cendant offer and what position the Company should take with respect to that offer. As acknowledged in the Company's Schedule 14D-9 solicitation/recommendation statement ("14D-9"), the Individual Defendants failed to obtain information necessary to enable them to make an informed decision on whether or not to recommend that Company shareholders accept the Cendant offer. The Individual Defendants blamed their inability to obtain material information on the "120 day" provision contained in the AIG Merger Agreement. Specifically, the 14D-9 stated as follows:

. . . because of the provisions of the AIG Merger Agreement which prohibit the Company from engaging in negotiations with or having discussions with Cendant concerning the Cendant Offer, as well as the lack of certain information which the Company expects will be disclosed in the regulatory process, the

Board of Directors has been unable to assess several aspects of the Cendant offer.

These "aspects" included Cendant's allegedly high level of financial leverage; its proposed business plans for the Company; its experience in owning and operating insurance companies; its ability to provide license facilities outside of the United States to permit international distribution of the Company's products; its ability to realize certain synergies; whether increased revenues projected by Cendant require additional capital infusions, its plans with respect to intercompany transactions with the Company's insurance subsidiaries involving intercompany royalties and fees; the potential reaction of the Company's producers and reinsurers to Cendant; and the alleged potential volatility of the Cendant common stock.

41. Thus, in the 14D-9, the Individual Defendants, directors of American Bankers, admitted that they lacked material information necessary for them to fulfill their legal obligation to advise Company shareholders as to what position they should take regarding the Cendant offer, and that this failure to make an informed decision was caused, in material part, by their agreeing to the 120 day provision in the AIG Merger Agreement.

42. Despite making no recommendation with respect to the Cendant offer, the Individual Defendants persisted in promoting the AIG Merger Agreement in the 14D-9. As noted therein, the Board of Directors "continue[d] to believe that the transaction contemplated . . . by the [AIG Merger] Agreement . .

. represents a more attractive alternative than operating on a stand-alone basis"

43. Prior to the dissemination of the 14D-9, on January 30, 1998, the SEC declared effective defendants' joint proxy statement and prospectus to, inter alia, solicit proxies to be voted in favor of the AIG Merger Agreement at Special Meetings of the Company's preferred and common shareholders, scheduled to be held March 4 and March 6, 1998, respectively (the "Proxy Statement").

44. The Proxy Statement was replete with materially false and misleading information, including:

(a) The Proxy Statement stated that it expects the AIG Merger to close in March, 1998. Even if this is considered an opinion, such a statement of opinion would be required to have a reasonable basis. In fact, defendants had no such reasonable basis, given that AIG has not completed various state - required regulatory processes.

(b) In the Proxy Statement, defendants lauded the "expense savings" that would enure in the AIG Merger, which savings were not detailed nor did defendants disclose the likelihood that American Bankers personnel would be terminated.

(c) The fairness opinion rendered by American Bankers' investment advisor, Salomon Smith Barney, speaks as of December 21, 1997, prior to the commencement of the Cendant proposal. That opinion must be reevaluated in light of the

substantially higher offer, a fact not disclosed in the Proxy Statement.

(d) The Proxy Statement indicated that American Bankers management prepared "revised" internal projections that contained lower estimates of revenue and income which were provided to Salomon Smith Barney but failed to disclose i) the extent to which Salomon Smith Barney relied on the lower "revised" projections in its analyses; ii) the effect on the ranges of values attributed to the valuation methodologies employed by Salomon Smith Barney; and iii) whether the \$47 per share AIG Merger price would fall within or outside those ranges of values and the effect on the fairness opinion had the original and higher projections been used.

(e) The Proxy Statement also failed to include information admitted by the Individual Defendants in the 14D-9 to be material. As noted above, the Board of Director, on February 5, 1998 decided to make no recommendation regarding the Cendant offer because they lacked information regarding Cendant, which information was clearly material and necessary to be disclosed to Company shareholders in order for them to determine whether or not to vote in favor of the AIG Merger Agreement. This included information relating to Cendant's alleged relatively high level of financial leverage; its proposed business plans for the Company; its experience in owning and operating insurance companies; its ability to provide license facilities outside the United States to permit international distribution of the

Company's products; its ability to realize certain synergies; whether increased revenue levels projected by Cendant required additional capital infusions; its plan with respect to intercompany transactions with the Company's insurance subsidiaries involving intercompany royalties and fees; the potential reaction of the Company's producers and reinsurers to Cendant; and the alleged volatility of Cendant's stock.

45. On March 2, 1998, AIG and the Company announced that they had entered into an Amended Merger Agreement (the "Amended Merger Agreement"). Pursuant to that agreement, (a) AIG would pay \$58 in stock and cash for each ABI share; (b) the AIG Termination Fees and the Lock-up Option were modified to increase the amounts payable under these provisions; and (c) the 120 day provision was dropped. On March 19, 1998 AIG mailed revised proxy materials to Company shareholders pursuant to the Amended Merger Agreement.

46. On March 16, 1998, Cendant increased its offer to \$67 per share, topping the \$58 per share offer made by AIG pursuant to the Amended Merger Agreement. Thereafter, representatives of Cendant and American Bankers met to discuss entering into a merger agreement embodying the \$67 per share offer.

47. On March 18, 1998, it was disclosed that American Bankers would, upon the execution of a merger agreement with Cendant, pay a termination fee of \$100 million to AIG, plus \$10 million of merger related expenses to AIG.

48. On March 23, 1998, Cendant and the Company signed a merger agreement (the "Cendant Merger Agreement"), which provided that, inter alia, (a) Cendant would purchase 23.5 million Company shares at \$67 per share pursuant to its tender offer, and (b) Cendant would exchange \$67 worth of Cendant stock for the remaining American Bankers shares.

49. It was further disclosed on March 23, 1998 that American Bankers had paid AIG the \$100 million termination fee, and Cendant paid AIG \$5 million of merger-related expenses; and that an additional \$5 million of merger related expenses would be paid at the closing of the Cendant - American Bankers transaction. The Amended Merger Agreement between the Company and AIG was terminated on the same date.

50. On April 15, 1998, Cendant disclosed that it expected to restate its annual and quarterly net income and earnings per share for 1997 (which would impact 1997 earnings by about \$100 million) and might restate certain other prior periods. Cendant maintained that it remained committed to acquiring the Company. American Bankers stated it was "monitoring" Cendant's situation.

51. It was subsequently disclosed that the Cendant-Company transaction would not proceed prior to Cendant issuing its restated financial results, which was not likely to occur until the summer of 1998.

52. As a result, Class Members have yet to receive any consideration in connection with the sale of the Company, although American Bankers has already paid AIG \$100 million.

FIRST CLAIM FOR RELIEF

(Breach of Fiduciary Duty)

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

54. 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.

55. By entering into the Amended Merger Agreement and related agreements regarding the payment of termination fees and related expenses, and by agreeing to pay and paying the \$100 million termination fee prior to the closing of the Cendant-American Bankers transaction, defendants' breached their fiduciary obligations and violated their duty to act with due care and in a disinterested manner, and in maximize shareholder value.

SECOND CLAIM FOR RELIEF

**(For Violations of Section 14(a) of
the Exchange Act and the Rules and
Regulations Promulgated Thereunder Against All Defendants)**

56. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth hereof.

57. Section 14(a) of the Exchange Act provides that no person may make a solicitation of any proxies in contravention of such rules and regulations as the SEC may prescribe for the protection of shareholders.

58. Rule 14a-9 promulgated pursuant to Section 14(a) of the Exchange Act prohibits any person making a solicitation by means of a written or oral communication containing a false or misleading statement with respect to any material fact, or which omits to state any material fact necessary to make the statements made not false or misleading.

59. The Proxy Statement and amendments thereto were, materially false and misleading in the manner referred to above, all in violation of Section 14(a) and Rule 14a-9 promulgated thereunder.

THIRD CLAIM FOR RELIEF

(For Violations of Section 14(e) of the Exchange Act and the Rules and Regulations Promulgated Thereunder Against All Defendants)

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

61. Section 14(e) of the Exchange Act prohibits any person from making any untrue statement of material fact or omitting to state any material fact necessary to make the statements made not misleading, or from engaging in any fraudulent, deceptive or manipulative acts in connection with any

tender offer or any solicitation of shareholders in opposition to a tender offer.

62. The Proxy Statement and amendments thereto were materially misleading, as alleged above, in violation of Section 14(e) of the Exchange Act.

63. The misrepresentations in the Proxy Statement and its amendments were made by American Bankers and AIG with knowledge of their false and misleading nature in order to dissuade American Bankers shareholders from accepting the Cendant proposal.

WHEREFORE, plaintiffs demand 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 to maximize shareholder value;
3. 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;
4. Declaring null and void the Termination Fee and amendments thereto;
5. Compelling defendants to make full disclosure of all material information;

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

7. 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: May 27, 1998

Respectfully submitted,

GOODKIND LABATON RUDOFF & SUCHAROW LLP

By: Jonathan M. Plasse / JHP

Jonathan M. Plasse

2455 East Sunrise Blvd.

Suite 813

Ft. Lauderdale, Florida 33304

Telephone: (954) 630-1000

Facsimile: (954) 565-1312

and

100 Park Avenue

New York, New York 10017

Telephone: (212) 907-0700

ABBAY, GARDY & SQUITIERI, LLP

212 East 39th Street

New York, New York 10016

Telephone: (212) 889-3700

Co-Lead Counsel for Plaintiffs

BURT & PUCILLO, LLP

222 Lakeview Avenue

Suite 300 East

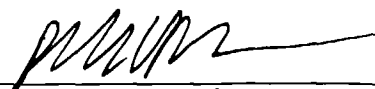
West Palm Beach, Florida 33401

Telephone: (561) 835-9400

Liaison Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Consolidated and Amended Class Action Complaint was served via first class U.S. Mail, postage prepaid this 27th day of May, 1998 upon counsel on the attached service list.



Peter H. Rachman, Esquire
Fla. Bar No.: 977756

AMERICAN BANKERS INSURANCE GROUP, INC.
SERVICE LIST

Robert C. Myers, Esquire
DEWEY BALLANTINE
1301 Avenue of the Americas
New York, New York 10019
Telephone: 212-259-8000
Facsimile: 212-259-6333

Michael A. Hanzman, Esq.
Michael E. Criden, Esq.
HANZMAN CRIDEN KORGE
CHAYKIN, PONCE & HEISE P.A.
200 South Biscayne Blvd.
Suite 2100
Miami, Florida 33131
Telephone: 305-579-1222
Facsimile: 305-579-1229

Richard Schiffrin, Esq.
SCHIFFRIN CRAIG &
BARROWAY, LLP
Three Bala Plaza East
Suite 400
Bala Cynwyd, PA 19004
Telephone: (610) 667-7706
Facsimile (610) 667-7056

Jules Brody , Esq.
STULL, STULL & BRODY
6 East 45th Street
New York, New York 10017
Telephone: 212-687-7230
Facsimile: 212-490-2022

Robert C. Susser, Esq.
ROBERT C. SUSSER, P.C.
6 East 43rd Street,
Suite 1900
New York, New York 10017
Telephone: 212-808-0298
Facsimile: 212-949-0639

Josephine Cicchetti, Esq
JORDEN BURT BERENSON &
JOHNSON LLP
777 Brickell Avenue
Suite 500
Miami, Florida, 33131
Telephone: 305-371-2600
Facsimile: 305-372-9928

Robert T. Wright, Jr., Esq
SHUTTS & BOWEN LLP
1500 Miami Center
201 S. Biscayne Blvd.
Miami, Florida 33131
Telephone: 305-358-6300
Facsimile: 305-381-9982

Jonathan J. Lerner, Esquire
Samuel Kadet, Esquire
Seth M. Schwartz
SKADDEN, ARPS, SLATE
MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022
Telephone: 212-735-3000
Facsimile: 212-735-2000

Richard H. Klapper, Esquire
James C. Murphy, Esquire
SULLIVAN & CROMWELL
125 Broad Street
New York, New York 10004
Telephone: 212-558-4000
Facsimile: 212-558-3588

Lewis F. Murphy, Esquire
STEEL HECTOR & DAVIS LLP
200 South Biscayne
Boulevard
41st Floor
Miami, Florida 33131-2398
Telephone: 305-557-2957
Facsimile: 305-577-7001