

**EXHIBIT “D” TO STIPULATION OF SETTLEMENT – NOTICE OF
PROPOSED CLASS SETTLEMENT**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: IF YOU HAVE BEEN SENT THIS NOTICE, YOU ARE A MEMBER OF A PROPOSED CLASS ACTION SETTLEMENT CONSISTING OF CERTAIN PERSONS WHO RECEIVED SETTLEMENT FUNDS FROM A TENNESSEE LAWSUIT AGAINST A NURSING HOME IN WHICH THE LAW FIRM OF WILKES & McHUGH, P.A. SERVED AS PLAINTIFF'S COUNSEL AND IN WHICH A CONTINGENCY FEE IN EXCESS OF 33 1/3% WAS CHARGED.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. BY VIRTUE OF RECEIVING THIS NOTICE, YOU MEET THE REQUIREMENTS TO BE A MEMBER OF THIS PROPOSED CLASS AND ARE ENTITLED TO RECEIVE MONETARY BENEFITS PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN.

I. SUMMARY OF SETTLEMENT AND RELATED MATTERS

A. Purpose of this Notice

There is now pending in the District Court for the Western District of Tennessee a class action lawsuit entitled *Debbie Howard et al v. Wilkes & McHugh, P.A., et al.*, Case No. 2:06-cv-02833-JMP-cgc (the "Litigation"). As required by Rule 23(e) of Federal Rules of Civil Procedure and by Order of the Court dated September ___, 2009, this Notice explains the nature of the Litigation and the general terms of a proposed settlement, and informs you of your legal rights and obligations.

Specifically, the named Plaintiffs, Debbie Howard, Lora Newson and Jerry Kizer ("Plaintiffs"), have reached a proposed settlement of the Litigation that they brought as a class action against Wilkes & McHugh, P.A., James L. Wilkes, II and Timothy C. McHugh ("Defendants") on behalf of themselves and all similarly situated individuals who retained Wilkes & McHugh, P.A. to bring a claim against a nursing home or were a beneficiary of and received money from a lawsuit filed or prosecuted by Wilkes & McHugh, P.A. in a State or Federal Court in Tennessee in which a nursing home was sued and a contingent fee in excess of

thirty-three and one-third percent (33 1/3%) was paid, but the client of the firm did not sign a written ratification and waiver document in which information regarding the potential applicability of fee limits under the Tennessee Medical Malpractice Act was provided.

B. Persons Included in the Proposed Settlement

The class described in this Notice has been certified for settlement purposes only and consists of all persons who were charged a contingency fee in excess of 33 1/3% against their respective shares of the gross settlement proceeds paid to settle lawsuits that Wilkes & McHugh, P.A. filed and/or prosecuted in a Tennessee State or Federal Court in which a nursing home was sued and in which a medical malpractice, medical negligence or claim under the Tennessee Medical Malpractice Act was or could have been asserted (the “Settlement Class” or “Class Members”). Excluded from the Settlement Class are all persons who signed Ratification and Waiver agreements with Wilkes & McHugh, P.A. in which information regarding the potential applicability of the statutory limits on attorney’s fees in the Tennessee Medical Malpractice Act was disclosed and all persons who received settlement proceeds from the settlement of nursing home cases in connection with which Wilkes & McHugh, P.A. obtained such a Ratification and Waiver Agreement.

The Parties, without any admission of liability on anyone’s part, have agreed to a proposed settlement under which a Class Member may be compensated from a settlement fund. Specifically, when a Class Member presents a valid claim to the Court-approved Claims Administrator in accordance with stipulated procedures, Wilkes & McHugh, P.A. will fund a pro rata payment to the Class Member in an amount calculated based upon the amount of money the Class Member received from the proceeds of the settlement of the nursing home lawsuit that Wilkes & McHugh, P.A. filed or prosecuted for them or of which they were a beneficiary and from which they received a portion of the proceeds.

C. Notice of Settlement Hearing

The Court has already given its preliminary approval to the proposed settlement. On November 6, 2009, at 10:00 a.m. the Court will hold a Final Fairness Hearing to determine whether this proposed settlement and Class Counsel's application for attorneys' fees will be approved. The Court will also consider at that time a request that a payment, in addition to that which will be calculated according to the formula applicable to all Class Members, be made to named plaintiffs Debbie Howard and Lora Newson. Class Members who wish to appear and be heard at the Final Fairness Hearing must follow the steps outlined in Section VIII, below.

II. REASONS FOR THE SETTLEMENT

A. Plaintiffs' Settlement Considerations

The attorneys representing the named Plaintiffs and the Class Members are William F. Burns, Esq. and Frank L. Watson, III, Esq. of Watson Burns, PLLC, 11 South Idlewild Street, Memphis, Tennessee 38104 ("Class Counsel").

Based on a review and analysis of the facts and the legal standards governing the Plaintiffs' claims, Class Counsel believe that the proposed settlement is a favorable recovery in light of the uncertain and disputed nature of the Plaintiffs' claims and the risks associated with continuing to prosecute this lawsuit and proceeding to trial. The factors that support the fairness of the settlement include: (i) the fact that in agreeing to the settlement amount Wilkes & McHugh, P.A. has agreed to fund the settlement of the claims in this case in an amount which is close, if not equal, to the most in the aggregate the Class Members could establish was paid in excess of the cap on attorney's fees Plaintiffs claim should have applied to the settlements of the cases from which Class Members received proceeds; (ii) the risk that the Plaintiffs would not prevail on their claims at all, and the potential that even if they were to prevail on their claims,

they would not be awarded any more than the payments provided in the Settlement; and (iii) Wilkes & McHugh, P.A. does not admit any wrongdoing or liability.

This Settlement reflects the risks and uncertainties that accompany prosecution of complex cases like this one through trial and appeal. Because of these risks and uncertainties, Class Counsel believe that it is in the best interests of the Settlement Class to resolve at this time the actions for the monetary relief to be obtained under this proposed Settlement.

B. Defendants' Denials of Wrongdoing

Wilkes & McHugh, P.A. has denied and continues to deny each and all of the claims and allegations concerning its conduct made by the named Plaintiffs and Class Members in this case. Wilkes & McHugh, P.A. desires always to respond responsibly and fairly to questions or concerns of its current and former clients. Wilkes & McHugh, P.A. has taken into account the costs, uncertainty and risks inherent in a complex case like this one and has concluded that it is desirable for the firm and its former clients that this case be settled in the manner and on the terms and conditions set forth in this proposed Settlement.

III. SUMMARY OF LITIGATION

This lawsuit was originally filed on December 6, 2006, claiming that Defendants violated Tennessee law and the Tennessee Medical Malpractice Act's attorney fee cap provision contained in TENN. CODE ANN. § 29-26-120, by contracting for, charging and collecting contingency fees in excess of 33 1/3% of the gross recoveries obtained in the nursing home cases the firm brought on behalf of the Plaintiffs and Class Members, and by failing to ask the court in which the case of a Class Member against a nursing home was filed to determine and approve its fees as Plaintiffs contend the statute required. Motions to Dismiss were filed, which were denied. Plaintiffs engaged in extensive discovery of Defendants. Later, the Court certified a class of certain persons under Rule 23(b)(3). Defendants sought to have that decision reviewed

by the Sixth Circuit Court of Appeals before proceeding further in the trial court, but that request was denied. The District Court, in the Order in which it initially certified a class in this case, indicated that additional persons could be represented in the lawsuit as members of a class as proposed by Plaintiffs' Counsel if an additional person who could serve as a proper class plaintiff for them were involved in the case. Plaintiff Jerry Kizer was joined as a party plaintiff and the Court has approved inclusion of the persons on whose behalf he has asserted claims as a part of the Settlement Class. Wilkes & McHugh, P.A., without there being an admission of liability on anyone's part, has agreed to a proposed settlement under which the Class Members may receive compensation.

IV. SETTLEMENT BACKGROUND

Prior to filing the Complaint, Class Counsel conducted an extensive investigation into the factual background giving rise to this claim and all potential strengths and weaknesses of their claims. After filing the Complaint, Class Counsel continued informal and formal discovery in support of their allegations. First, Class Counsel extensively defended its claims in response to numerous legal motions filed by the Defendants in this case and successfully defended the Court's decision to certify this case as a Class Action through legal briefs filed with the Sixth Circuit Court of Appeals located in Cincinnati, Ohio. Extensive discovery was conducted by the parties concerning the allegations of the Complaint. Relevant documents were obtained and reviewed and witnesses were questioned in depositions. Second, Class Counsel undertook further informal discovery in the context of settlement negotiations. Third, Class Counsel mediated this case twice with Defendants, once before a private neutral attorney in Memphis, Tennessee, and once before a retired federal judge in San Francisco, California. In the course of its review and during the almost three years of litigation of this case, Class Counsel reviewed thousands of pages of documents provided by Defendants and third parties, and Plaintiffs'

Counsel has represented they have conducted numerous interviews of individuals who asserted they were familiar with issues relevant to the case. They have also deposed various employees of the Defendants. While this fact-based investigation was ongoing, Class Counsel also engaged in a thorough review of the law governing the claims and the relief requested in the Complaint. The Tennessee Supreme Court decided certain issues of law which had a bearing on the case, and these decisions were taken into account by Class Counsel. In addition, Class Counsel engaged various experts to assist them in proving their claims. Class Counsel also engaged accounting experts to assist them in calculating, interpreting, and understanding the financial aspect of their claims.

Class Counsel's decision to enter into this settlement was made after full consideration of the strengths and weaknesses of Plaintiffs' and Class Members' claims. Wilkes & McHugh, P.A. and its attorneys denied and continue to deny all claims of wrongdoing or liability in this case and all other accusations of wrongdoing or violations of the law. Wilkes & McHugh, P.A. has aggressively defended the case. Multiple legal issues remain in dispute in this case, and the Court has not ruled, in any way, on liability in this case, or made any finding regarding the correctness of the named Plaintiffs' claims. The named Plaintiffs and Class Counsel recognize the risks inherent in any litigation, much less complex class action litigation, and their investigation into the facts and law in this case caused them to determine that the proposed settlement was fair, adequate and reasonable.

In addition, Plaintiffs' factual investigation raised questions about the remedies available to the Class upon successful prosecution of the claims. These concerns, combined with the expected cost of this litigation, also counseled in favor of settlement in this case.

Wilkes & McHugh, P.A., while continuing to deny all allegations of wrongdoing or liability whatsoever, understands the nature of the claims made in the Class Action Complaint, recognize the risks inherent in litigation, and desire to finally settle and implement a Court-approved claims resolution process to be funded by or on behalf of Wilkes & McHugh, P.A., to deal fairly and efficiently with this litigation.

There has been an agreement, therefore, to the settlement described below with respect to all aspects of Plaintiffs' claims, subject to approval of the Court. The Court has not determined the merits of the Plaintiffs' claims or the defenses thereto, and this notice does not imply that there has been or would be any finding of violation of the law or that recovery could be had in any amount if this case were not settled.

On September 8, 2009, the Court gave its preliminary approval to the proposed Settlement Class and ordered that this notice be sent by Federal Express and by first class U. S. mail, postage prepaid, and addressed to the last known address of all known members of the Settlement Class.

V. TERMS OF THE SETTLEMENT

The principal terms of the proposed settlement are as follows: Wilkes & McHugh, P.A. has established a settlement fund of up to \$4,000,000.00 ("Settlement Fund") from which the Class Members may make a claim and be compensated. The amount of money Wilkes & McHugh, P.A., has agreed to pay or cause to be paid into this Settlement Fund is approximately the amount of the difference between the actual contingency fees the firm's clients agreed to pay and did pay out of the settlements of nursing home cases brought by or on the behalf of the Class Members and the one-third contingency fee that Plaintiffs contend Wilkes & McHugh, P.A. should and could properly have charged the Class Members with court approval (the "Settlement"). By way of illustration only, and without using numbers that reflect the expected

amounts, if hypothetically the Aggregate Total Settlement Amount related to the underlying nursing home cases is \$5,000,000.00 (“\$5.0MM”), and if the Net Class Action Settlement Fund contains \$250,000.00, (“\$250K”), and if an underlying nursing home case settled for \$100,000.00 (“\$100K”) dollars and two (2) Class Members each received fifty percent (50%) of these settlement funds, the Class Member Settlement Amount each of these Class Members would be entitled to receive is \$2,500.00. ($\$100K / \$5.0MM = 2.0\%$; $2.0\% \times \$250K = \$5,000.00$; $\$5,000.00 \times 50.0\% = \$2,500.00$.)

VI. HOW TO GET MONEY FROM THE SETTLEMENT

If you want to receive money from the Settlement Fund (which will be available if the Settlement is approved by the Court), you must fill out and sign the Claim Form attached to this Notice and mail it to: **Regions Bank, Corporate Trust-Escrow Services, 1901 6th Avenue North, 28th Floor, Birmingham, Alabama 35203** (the “Claim Administrator”) or, if you prefer, you may elect to submit the Claim Form by facsimile to : Claim Administrator, c/o Regions Bank, Corporate Trust – Escrow Services at (205) 264-5265. If you choose to mail the Claim Form to the Claim Administrator, it must be sent by First Class U.S. Mail, postage prepaid, and postmarked no later than January 15, 2010. **The Claim Administrator must actually receive your Claim Form on or before February 5, 2010.** If you want to know how much you will receive from the settlement, or you have any other questions (including any questions on how to make a claim or whether your claim has in fact been received by the Claims Administrator) or you need another Claim Form, please call the Claim Administrator at 866-512-3479 and ask to speak with Rebecca Brayman, Nathan Lucas or Candy Miller. If a Class Member disagrees with the amount of the payment the Claim Administrator proposes to make to them, the Claim Administrator will advise them of the proper procedure for resolution of that dispute.

VII. DISMISSAL OF LITIGATION AND RELEASE OF CLAIMS

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the Litigation on the merits and with prejudice as to all Class Members. All Class Members who do not validly and timely request to be excluded (to “opt out”) from the proposed Settlement shall be forever barred from prosecuting their own lawsuits against Defendants for claims that were made or that were required to be made in this Litigation. In particular, all Class Members who do not opt out of the Litigation shall be deemed to have released all Defendants and each of their past or present officers, directors, agents, designees, servants, sureties, attorneys, employees, parents, associates, controlling or principal shareholders, general or limited partners or partnerships, subsidiaries, divisions, affiliates, insurers, heirs, and all successors or predecessors in interest, assigns, or legal representatives (but excluding the law firm formerly known as Spencer & Martin, PLC, the law firm Spencer Law, PLC, and their current and former attorneys, agents and representatives) from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys’ fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted, or unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law, federal common law, federal regulation, or the statutory or common laws or regulations of any and all states or subdivisions, which have been or could have been asserted in the Litigation by any member of the Settlement Class. Class Members who wish to exclude themselves from the Settlement (opt out) must follow the procedures set forth in Section VIII.

VIII. RIGHTS AND OPTIONS OF THE CLASS MEMBERS

You have the right to participate in the Settlement and receive money from it if the Court approves the Settlement. In order to receive your share of the Settlement, you only need to submit your Claim Form as described above. However, because the Court in this case has certified the Class as an opt-out class under Rule 23(b)(3) of the Federal Rules of Civil Procedure, you have the right to exclude yourself from the Settlement Class. **If you exclude yourself from the Settlement Class, you will receive no money from the Settlement. Also, if you exclude yourself from the Settlement Class and wish to file a separate lawsuit against the Defendants, you will have to separately hire and pay for your own individual attorney for your case. Any individual lawsuit you may file may be subject to a number of defenses, including the defenses of statute of limitations, waiver and ratification.**

Class Members may exclude themselves from the Settlement by mailing a letter requesting exclusion from the Settlement Class. This letter must include: (i) your name, address and telephone number; (ii) a statement that you want to be excluded from the Settlement Class; and (iii) a statement that you understand that you will not be eligible for any of the money provided by the Settlement. All requests for exclusion must be sent by first class U.S. Mail, postage prepaid, to the Claims Administrator at the address set forth in Section VI. Letters requesting exclusion must be post-marked on or before October 26, 2009. Any Class Member submitting a timely letter requesting exclusion will be precluded from participating in the Settlement and its benefits. Any Class Member who does not submit a timely Request for Exclusion will automatically become part of the Settlement Class and will be bound by the Stipulation of Settlement, the Release and the Order and Final Judgment if the Settlement is approved.

In addition, Class Members who have not opted out may appear in person or by counsel to be heard at the hearing on final approval of the Settlement. At this hearing, Class Members may object to all or any part of the proposed Settlement, the proposed consideration and/or the Settlement Claims Procedure, Class Counsel's application for attorney's fees, or the incentive payments to the named Plaintiffs, provided they have taken the following steps:

On or before October 26, 2009, any Class Member who seeks to be heard at the Final Fairness Hearing must (1) file with the Clerk of the Court at the address listed in Part X below notice of such Member's intention to appear in person or by the filing of a written objection stating whether they are acting on their own behalf or through counsel, together with (a) a statement that identifies the basis for such appearance and (b) any documentation in support of such appearance; and (2) deliver by hand, by facsimile or first class mail copies of such notice, statement, and documentation, together with copies of any other papers or briefs such Class Member files with the Court, such that they are received on or before November 2, 2009, by the following:

William F. Burns, Esq.
Frank L. Watson, III
WATSON BURNS, PLLC
11 South Idlewild Street
Memphis, Tennessee 38104
Fax: (901) 578-2649

Philip N. Elbert
NEAL & HARWELL, PLC
2000 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219
Fax: (615) 726-0573

Philip Freidin
FREIDIN AND DOBRINSKY, P.A.
One Biscayne Tower
South Biscayne Boulevard, Suite 3100
Miami, Florida 33131
Fax: (305) 371-6725

Jef Feibelman
BURCH, PORTER & JOHNSON PLLC
130 North Court Avenue
Memphis, Tennessee 38103
Fax: (901) 524-5024

IX. ATTORNEY'S FEES AND EXPENSES.

From the inception of this Litigation, Class Counsel for the Plaintiffs has not received payment for their services, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the proposed Settlement, Class Counsel will ask the Court to award as a distribution from the agreed-upon Settlement Fund an award of attorneys' fees of up to 30% of the Settlement Fund and expenses up to \$110,000. Class Members will not be personally liable for any of Defendants' or Class Counsel's attorneys' fees, expenses, or payment. Additionally, Plaintiff's Counsel will ask the Court to award as a distribution from the Settlement Fund a \$10,000.00 incentive award to Class Representatives Debbie Howard and Lora Newson for their time and efforts related to the Litigation and risks undertaken in prosecuting it. Defendants have agreed not to object to the request that the Court approve these distributions from the Settlement Fund. The difference between what the Court approves to be paid out of the Settlement Fund to pay these fees and expenses and the total Settlement Fund amount of \$4,000,000 will be what is available for payment of claims of Class Members. The amount you will be entitled to receive will be calculated in proportion to the amount of the proceeds you were entitled to receive from the settlement of the case against a nursing home that Wilkes & McHugh, P.A., settled of which you were a beneficiary.

X. FURTHER INFORMATION

For a more detailed statement of the matters involved in this case and its settlement, please refer to the pleadings, the Stipulation of Settlement, the Consideration and Settlement Claims Procedure, the Orders entered by the Court in this case, and other papers filed in this case, which may be inspected at the Office of Clerk for the U.S. District Court for the Western District of Tennessee, at the following address during regular business hours:

United States District Courthouse
167 N. Main Street
Memphis, TN 38103
(901) 495-1200

Dated: This _____ day of September, 2009.

BY ORDER OF JUDGE JON PHIPPS McCALLA
U.S. DISTRICT JUDGE

HOWARD, ET AL V. WILKES & MCHUGH, P.A.

RESPONSE DUE DATE

Postmarked No Later Than

JANUARY 15, 2010

CLAIM FORM

In order to receive a distribution in the above referenced Class Action Settlement, you must complete this form, sign it in the presence of a Notary Public, and return the form by First Class U. S. Mail, *POSTMARKED no later than January 15, 2010*, to the following address:

**Claims Administrator c/o Regions Bank
Corporate Trust - Escrow Services
1901 6th Avenue North, 28th Floor
Birmingham, AL 35203**

If you prefer, you may elect to submit the Claim Form by facsimile to: Claims Administrator, c/o Regions Bank Corporate Trust – Escrow Services at fax number (205) 264-5265. Claim Forms submitted by facsimile must be received by the Claims Administrator no later than February 5, 2010. Claims not timely made will not be paid.

Any information submitted with this Claim Form is confidential and will be used only for purposes of administering the Settlement. The information will be used to calculate the amount of money due you pursuant to the terms of the Settlement Consideration and Claims Procedure, as approved by the Court.

If you have questions regarding this Claim Form or need more information regarding the settlement, please call the Claims Administrator at 866-512-3479 and ask to speak with any of the following individuals: Rebecca Brayman, Candy Miller or Nathan Lucas.

SECTION A- CLASS MEMBER/CLAIMANT INFORMATION

Class Member/Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number: (____) _____

E-Mail Address: _____

Amount of money you personally received from settlement of nursing home case filed by Wilkes & McHugh, PA: \$ _____

Name of relative or person whose injury or death in nursing home gave rise to filing of suit by Wilkes & McHugh, PA: _____

Names, addresses and telephone numbers of all persons that shared in the proceeds from the underlying nursing home case settlement:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the information I am providing on this form is correct. I hold the Claims Administrator harmless from any loss due to payment of this claim.

(CLASS MEMBER/CLAIMANT SIGNATURE)

(SOCIAL SECURITY NUMBER)

Personally appeared before me, _____, a Notary Public, the aforesaid, Class Member/Claimant, _____, identified above, with which I am personally acquainted (or was proven to me to be who they are identified as being on the basis of satisfactory evidence) and who verified under oath the information provided in this Claim Form.

Witness my hand and Seal this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____