

Must be Postmarked  
No Later Than  
January 15, 2014

Fuller v. Imperial Holdings, Inc.  
Settlement Administrator  
c/o GCG  
P.O. Box 35050  
Seattle, WA 98124-3508  
Toll-Free: 1 (866) 280-1862  
www.ImperialHoldingsSettlement.com



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
*Fuller v. Imperial Holdings, Inc.*  
Case No. 11-81184-CIV-MARRA

## **PROOF OF CLAIM AND RELEASE**

MUST BE POSTMARKED NO LATER THAN JANUARY 15, 2014

Please Type or Print

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**IMPORTANT:** Before Completing This Proof of Claim, Please Carefully  
Read the Enclosed Instruction Sheet.

QUESTIONS? CALL TOLL-FREE 1 (866) 280-1862 OR VISIT [WWW.IMPERIALHOLDINGSSETTLEMENT.COM](http://WWW.IMPERIALHOLDINGSSETTLEMENT.COM)

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/pages/privacy-policy.php>





**PART II - SCHEDULE OF TRANSACTIONS IN IMPERIAL HOLDINGS, INC. SECURITIES**

**A. PURCHASES/ACQUISITIONS:** List all purchases/acquisitions of Imperial Holdings, Inc. securities made between **February 7, 2011** and **February 21, 2012**, inclusive. (Must be documented):

Trade Date (s) (List Chronologically) Month/Day/Year	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding commissions, transfer taxes or other fees)
/  /		.	.
/  /		.	.
/  /		.	.
/  /		.	.

**B. PURCHASES:** From **February 22, 2012 to the date this form is completed**, inclusive, I purchased the following total number of shares of Imperial Holdings, Inc. securities. (If none, write "zero" or "0"):

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**C. SALES:** List all sales of Imperial Holdings, Inc. securities made between **February 7, 2011** and **the date this form is completed**, inclusive. (Must be documented):

Trade Date (s) (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes or other fees)
/  /		.	.
/  /		.	.
/  /		.	.
/  /		.	.

**D. UNSOLD HOLDINGS:** State the number of shares of Imperial Holdings, Inc. securities owned on **the date this form is completed**. (Must be documented. If none, write "zero" or "0"):

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**YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

<p><b>IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX <input type="checkbox"/></b></p> <p><b>IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY <u>NOT</u> BE REVIEWED</b></p>
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## PART III - RELEASE AND SIGNATURE

### SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We), submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement dated as of July 29, 2013 (the "Settlement Agreement") described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of Florida, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel or the Settlement Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases/acquisitions or sales of Imperial Holdings, Inc. securities and know of no other individual or entity having done so on my (our) behalf.

### DEFINITIONS

"Settlement Administrator" means The Garden City Group, Inc.

"Class" or "Class Member" means those individuals and entities who purchased or otherwise acquired Imperial securities either (i) pursuant and/or traceable to the Registration Statement issued in connection with Imperial's February 7, 2011 initial public offering or (ii) on the open market on or prior to February 21, 2012. Excluded from the class are all named defendants and all individuals who were officers and directors of Imperial on or before June 30, 2012, members of the immediate families of each, legal representatives, heirs, successors or assigns of each, and any entity in which any named defendant has or had a controlling interest.

Also excluded from the Class are those Class Members who timely and validly request exclusion from the Class by the November 25, 2013 deadline pursuant to the Notice.

"Defendants" means Imperial, the Underwriter Defendants and the Individual Defendants.

"Lead Plaintiffs" means Richard Sauer, Francis Sauer, Stephen Sauer, and Tamara Sauer.

"Releasor" means each and every one of, and "Releasors" means all of, (i) Lead Plaintiffs, (ii) all other Class Members, (iii) their respective past or present parents, predecessors, successors, current and former Affiliates, divisions, business units, joint ventures, subsidiaries, assigns, any entities in which any Releasor has or had a Controlling Interest or that has or had a Controlling Interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Lead Plaintiffs or any other Class Member and (iv) the respective past and present officers, directors, employees, officials, members, partners, principals, agents, representatives, attorneys (including any and all in-house and outside counsel), advisors, administrators, auditors (including any and all internal and external auditors), accountants, actuaries, consultants, fiduciaries, representatives, service providers, successors-in-interest, trustees and insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, trustees and assigns of any or all of the above persons or entities.

"Released Defendants' Claims" means each and every Claim that has been, could have been, or could be asserted in the Securities Class Action or in any other proceeding by any Releasee, including any Defendant, or the successors and assigns of any Releasee, against any Lead Plaintiff, any other Class Member, any other Releasee, or their attorneys (including Lead Counsel), including any consultants, experts or other professionals retained by Lead Counsel during the course of this litigation, that arises out of or relates in any way to the institution, prosecution, investigation, defense or settlement of the Securities Class Action or Derivative Action, including any or all of the acts, failures to act, omissions, misrepresentations, facts, events, matters, transactions, occurrences, or oral or written statements or representations of Releasees; provided, however, the foregoing shall not include any Claims to enforce this Securities Class Action Settlement Agreement or any other documents executed in connection with this Securities Class Action Settlement; provided, further, that notwithstanding anything to the contrary contained in this Securities Class Action Settlement Agreement: (i) no release shall be made by any party of its own attorneys, and (ii) if any attorney performed work for more than one party, a party does not release that attorney for the work such attorney performed for the party, but does release such attorney for the work such attorney performed for any other party. It is understood that any in-house attorney for Imperial is intended to be included in and fully released hereunder.

"Released Plaintiffs' Claims" means any and all claims, debts, demands, actions, causes of action, specialties, covenants, contracts, variances, damages, executions, rights, suits, sums, accounts, reckonings, presentments, extents and any other liabilities, fixed or contingent, matured or not matured, of or by the Class, or any member or representative of the Class, as against the Releasees, including both known claims and Unknown Claims, whether class or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to the claims that were, could have been, or could in the future be asserted, in the Securities Class Action or in any other action or proceeding, or otherwise, by the Class, or by any member or representative of the Class (including, without limitation, any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), arising from or relating to the purchase or acquisition of securities of Imperial either (i) pursuant and/or traceable to the Registration Statement issued in connection with Imperial's February 7, 2011 initial public offering or (ii) on the open market on or prior to February 21, 2012; provided, however, that the term "Released Plaintiffs' Claims" does not include any claims to enforce this Securities Class Action Settlement Agreement or any other documents executed in connection with this Securities Class Action Settlement Agreement; provided, further that notwithstanding anything to the contrary contained in this Securities Class Action Settlement Agreement: (i) no release shall be made by any party of its own attorneys, and (ii) if any attorney performed work for more than one party, a party does not release that attorney for the work such attorney performed for the party, but does release



such attorney for the work such attorney performed for any other party. It is understood that any in-house attorney for Imperial is intended to be included in and fully released hereunder.

“Releasee” means each and every one of, and “Releasees” means all of, (i) Imperial, (ii) the Individual Defendants, (iii) the Underwriter Defendants and (iv) the past and present officers, directors, employees, officials, members, partners, principals, agents, representatives, attorneys (including any and all in-house and outside counsel including, without limitation, Defendants’ Counsel), advisors, administrators, auditors (including any and all internal and external auditors), accountants, actuaries, consultants, fiduciaries, representatives, service providers, successors-in-interest, trustees, insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, assigns of any or all of the above persons or entities.

“Unknown Claim” means any and all (i) Released Class Members’ Claims that any Releasor does not know or suspect exists with respect to one or more Releasees at the time of the release of the Releasees or (ii) Released Defendants’ Claims that any Releasee does not know or suspect exists with respect to one or more Releasors at the time of the release of the Releasors, which, if known by such Releasee or Releasor (as the case may be) might have affected his, her or its decision(s) concerning this Securities Class Action Settlement Agreement. As to all Claims released in this Securities Class Action Settlement Agreement, each of the Lead Plaintiffs, Imperial, Individual Defendants, and Defendants’ Counsel expressly waives, and each Class Member shall be deemed to have waived, and by operation of the Order Approving Settlement and Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or of any other country, or any principle of federal or common law, that is similar, comparable or equivalent to California Civil Code Section 1542, which provides:

**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.**

Lead Plaintiffs, Imperial, Individual Defendants, and Defendants’ Counsel acknowledge, and all other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the Claims released pursuant to the Securities Class Action Settlement Agreement was separately bargained for and is a key element of this Securities Class Action Settlement Agreement.

“Released Securities Holder/Imperial Claims” means each and every Claim that Plaintiffs, any other Securities Holder or Imperial (i) asserted against any of the Releasees in the Derivative Action (including all Claims alleged in the complaint) or (ii) could have asserted or could assert against any of the Releasees in the Derivative Action, whether arising under any U.S. federal or state statutory or common-law rule, in any court, tribunal, agency, or other forum, involving the facts and circumstances that gave rise to the Derivative Action or the Shareholder Demands – to the extent that such Claims relate, as of, on or before the Final Settlement Date, directly or indirectly to any Releasee’s action or inaction (including failures to monitor, supervise, oversee or assert claims), oral or written statements, misrepresentations, omissions, facts, events, matters, transactions or occurrences respecting (a) Imperial’s participation in the life settlements business, including without limitation the business of making loans to fund premiums for life insurance policies, its adoption or application of accounting standards or principles and/or internal controls, processes and procedures (including internal compliance, accounting and disclosure controls) and/or (b) any alleged statements about – or alleged failures to disclose information about – any of those matters set forth in this paragraph, including but not limited to:

- a. any Releasee’s solicitation, purchase or sale of an insurance policy either directly to an insured or in the secondary market;
- b. any Releasee’s participation in a seminar or conference regarding life insurance, including the discussion of premium financing at such seminar or conference;
- c. Imperial’s purchase of life insurance policies in the life settlement and secondary markets either for its own account or for resale to investors;
- d. Imperial’s participation in debt financing to finance its premium financing transactions;
- e. Imperial’s underwriting procedures and guidelines regarding its life settlements business;
- f. Imperial’s compliance controls;
- g. Imperial’s alleged involvement in stranger-originated life insurance;
- h. Imperial’s entry into the Non-Prosecution Agreement;
- i. the conduct described in the Non-Prosecution Agreement;
- j. the severance agreement between Imperial and Defendant Jonathan Neuman and payments made pursuant to that severance agreement;
- k. the Underwriter Defendants’ involvement in Imperial’s IPO;
- l. any or all of the acts, failures to act, omissions, misrepresentations, facts, events, matters, transactions, occurrences, or oral or written statements or representations of Releasees that have been, could have been, or could be directly or indirectly alleged, complained of, asserted, set forth, or otherwise referred to in the Derivative Action, including in the Complaint, and the discussions and negotiations among Plaintiffs and Defendants’ Counsel;
- m. any regulatory filing or report (including any filing with any U.S. or non-U.S. governmental agency, department, market regulator, stock exchange, or official), public statement, press release, media report, disclosure, presentation, representation, conference, conference call, securities-analyst report, financial statement (or portion thereof), whether audited or unaudited, or internal or external memorandum, report (including interim reports), analysis, or opinion, and any other Claim, relating to Imperial’s securities, financial position, operating results, financial statements, financial performance, revenues, earnings, financial guidance, financial projections or estimates, financial or performance



outlook, management, recognition of revenue (including the timing of such recognition), accounting standards and methodologies (including the adoption of or alleged failure to adopt any such standards or methodologies, the compliance or alleged noncompliance with any such standards or methodologies, and the impact of any such standards or methodologies on Imperial’s revenues, earnings, or financial results), business prospects, capital-raising (including the offering or issuance of any securities in the IPO or otherwise), communications with auditors about accounting rules and financial results, classification of contracts or transactions for accounting purposes, any Releasee’s purchase or sale of Imperial’s securities, any Releasee’s receipt of incentive compensation, and any Releasee’s internal controls, processes, and procedures, including any alleged failure to disclose any of the foregoing or any alleged failure to correct or update any prior disclosures about the foregoing;

- n. any and all matters arising out of or relating to the institution, prosecution, investigation, defense, or settlement of the Derivative Action (including the cases consolidated into it) or the Securities Class Action, including without limitation the dissemination of notice in connection therewith; provided, however, that the term “Released Securities Holder/Imperial Claims” does not include any claims to enforce this Derivative Action Settlement Agreement or any other documents executed in connection with this Settlement; provided, further, that notwithstanding anything to the contrary contained in this Derivative Action Settlement Agreement: (i) no release shall be made by any party of its own attorneys, and (ii) if any attorney performed work for more than one party, a party does not release that attorney for the work such attorney performed for the party, but does release such attorney for the work such attorney performed for any other party. It is understood and agreed that any in-house attorney for Imperial is intended to be included in and fully released hereunder.

**RELEASE**

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish and discharge, all of the Released Plaintiffs’ Claims against each and all of the Releasees.

This Release shall be of no force or effect unless and until the Court approves the Stipulation and Agreement of Settlement and it becomes effective on the Effective Date.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

**CERTIFICATION**

Under penalty of perjury, I (we) hereby certify and represent that I (we) have included information about all of my (our) transactions in Imperial Holdings, Inc. securities that occurred during the Class Period and through and including the date of this certification as well as the number of shares of Imperial Holdings, Inc. securities held by me (us) as of the date of this certification and that such information is true and correct to the best of my (our) knowledge. By executing this certification, I (we) acknowledge and agree to be bound by the Release set forth above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

(Month/Year) (City) (State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. Beneficial Owner, Executor or Administrator)

\_\_\_\_\_  
(Signature of Joint Claimant, if any)

\_\_\_\_\_  
(Type or print name of Joint Claimant, if any)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. Beneficial Owner, Executor or Administrator)







**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign both the Claim Form at Part III and the Substitute Form W-9 above.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your Proof of Claim and Release form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to:

***Fuller v. Imperial Holdings, Inc.***  
**Settlement Administrator**  
**c/o GCG**  
**P.O. Box 35050**  
**Seattle, WA 98124-3508**

7. Do not use a highlighter on your Proof of Claim and Release form or supporting documentation.

**THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NO LATER THAN  
January 15, 2014, AND MUST BE MAILED TO:**

***Fuller v. Imperial Holdings, Inc.***  
**Settlement Administrator**  
**c/o GCG**  
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