

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE RAMP CORPORATION  
SECURITIES LITIGATION

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No. 05 Civ. 6521 (DLC)

**NOTICE OF PENDENCY OF PROPOSED CLASS ACTION AND ITS SETTLEMENT**

**If you bought Common Stock of Ramp Corporation (a/k/a Medix Resources, Inc.) (“Ramp” or the “Company”) on the open market between December 18, 2002 and June 4, 2005, inclusive, you may be entitled to receive a payment from this proposed Class Action Settlement (the “Settlement”).**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- This Notice concerns the proposed settlement of claims asserted by lead plaintiffs (“Lead Plaintiffs”) in this consolidated class action (the “Action”) against defendants Andrew Brown (formerly Ramp’s President, Chief Operating Officer, Chairman of the Board, and Chief Executive Officer) and Darryl Cohen (formerly Ramp’s President, Chairman of the Board, and Chief Executive Officer) (together, “Defendants”). The Action was instituted in the United States District Court for the Southern District of New York against Defendants and others by open market purchasers of Ramp common stock suing on behalf of themselves and other persons allegedly damaged by Defendants’ alleged violations of the federal securities laws.
- The Settlement will result in a payment of \$2,075,000, plus accrued interest but minus attorneys’ fees, costs, and other expenses, for the benefit of investors who bought shares of Ramp common stock on the open market between December 18, 2002 and June 4, 2005, inclusive (the “Class Period”) and who suffered a loss (the “Settlement Class;” members of the Settlement Class are “Settlement Class Members”). The recovery is explained in greater detail below.
- You are hereby notified that a hearing (the “Fairness Hearing”) will be held before the Honorable Denise Cote, United States District Judge, United States District Court for the Southern District of New York (the “Court”), on June 29, 2007, to determine whether the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court, along with other items addressed herein.
- Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>WHAT YOUR OPTIONS ARE</b>	<b>WHAT YOU MUST DO FOR EACH OPTION</b>	<b>DATE BY WHICH YOU MUST ACT</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.	The deadline to submit a claim form is August 10, 2007.
<b>EXCLUDE YOURSELF</b>	You get no payment. This is the only option that allows you to be part of any other lawsuit against the Defendants and other Released Parties about the legal claims in the Action.	The deadline to exclude yourself is May 31, 2007.
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement and Plan of Allocation, and/or the Request for Attorneys’ Fees and Reimbursement of Expenses.	The deadline to object is May 31, 2007.
<b>GO TO THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement and Plan of Allocation, and/or the Request for Attorneys’ Fees and Reimbursement of Expenses.	The Fairness Hearing will take place on June 29, 2007, at 3:00 p.m.
<b>DO NOTHING</b>	You get no payment and you give up any rights.	N/A

- These rights and options—and the deadlines by which to exercise them—are explained in this Notice.
- The Court has not yet certified this action as a class action or approved the Settlement. Payments to the Settlement Class will be made if the Court certifies the Settlement Class and approves the Settlement; after appeals, if any, are resolved; and after the claims processing procedure is complete.

### **STATEMENT OF RECOVERY:**

Lead Plaintiffs have entered into an agreement to settle the Action that will resolve the claims of the Lead Plaintiffs and the Settlement Class against Defendants. The Settlement described herein will create a fund consisting of \$2,075,000 in cash plus accrued interest (the “Gross Settlement Fund”). The Gross Settlement Fund will be used for the settlement of the Action, and the payment of taxes, administration costs (including the costs of notice in the Action), and attorneys’ fees and expenses. The cash remaining after the expenditures for administration costs, taxes, and attorneys’ fees and expenses will be the “Net Settlement Fund.”

Lead Plaintiffs’ financial expert, Financial Markets Analysis, LLC, calculated that approximately 6.3 million (split-adjusted) shares of Ramp common stock traded on the open market during the Class Period. Assuming that all members of the Settlement Class who held affected shares elect to participate in the Settlement, Lead Plaintiffs estimate that the recovery would be approximately \$0.33 per damaged share (adjusted to reflect the 60-1 reverse stock split that occurred in December 2004).

The following factors will also affect the actual recovery per damaged share: (1) the number of claims filed; (2) when Settlement Class Members purchased the shares during the Class Period; (3) whether Settlement Class Members sold their shares during the Class Period, or held their shares past the end of the Class Period; (4) administration costs, including the costs of notice; and (5) the amount awarded by the Court for attorneys’ fees, costs and expenses. Distributions to Settlement Class Members pursuant to the terms of the Settlement, upon approval by the Court, will be made based on a formula described below.

### **STATEMENT OF POTENTIAL OUTCOME:**

Lead Plaintiffs originally sued Defendants and others for alleged misstatements and other conduct related to Ramp which were alleged to have occurred between 2002 and 2005. As explained in more detail below, the Court has dismissed all claims for the period from December 18, 2002 to April 13, 2004, and the claims against everyone except Defendants. With respect to the remaining claims, Lead Plaintiffs and Defendants disagree on liability, damages, and the average amount of damages per share (if any) that would be recoverable if Lead Plaintiffs were to prevail. Defendants deny that they are liable to Lead Plaintiffs or the Settlement Class in any respect and deny that Lead Plaintiffs or the Settlement Class have suffered any damages.

Lead Plaintiffs’ financial expert estimates that, if Settlement Class Members were to prevail on the claims that remain in the proposed class action, the maximum recoverable damages would be approximately \$6.7 million. Thus, the \$2,075,000 settlement amount represents approximately 31% of the maximum possible recovery.

### **STATEMENT OF ATTORNEYS’ FEES AND COSTS SOUGHT:**

Court-appointed lead counsel for the Lead Plaintiffs, Murray, Frank & Sailer LLP (“Lead Counsel”), intends to apply to the Court for an award of attorneys’ fees not to exceed 33⅓% of the Gross Settlement Fund (including a *pro rata* share of accrued interest), and for reimbursement of reasonable costs and expenses necessarily incurred in bringing the Action, exclusive of settlement administration costs, in a total amount not to exceed \$65,000. The requested fees and expenses, excluding administration costs, would amount to an average of \$0.12 per damaged share (split-adjusted). If the Settlement is approved, the costs of administering the Settlement will also be paid from the Gross Settlement Fund.

### **PROCEDURAL HISTORY:**

#### **a. Events That Gave Rise To The Action**

On May 16, 2005, Defendant Andrew Brown reported his receipt of a cash gift to Ramp’s board of directors. On May 22, 2005, Brown resigned as board chairman and was suspended as Chief Executive Officer and President of Ramp pending an internal investigation into the transaction. The Department of Justice and the SEC subsequently commenced an investigation into this transaction.

On May 21, 2005, upon being informed of Brown’s disclosure, Ramp’s auditor BDO Seidman (“BDO”) withdrew as Ramp’s auditor. BDO later disclosed that its audit reports for Ramp that were filed with the SEC should not be relied upon, due to “significant doubt over BDO’s ability to rely on management’s integrity.” As a result, Ramp stated that it would not file timely its Form 10-Q filed with the SEC (“10-Q”) for the first quarter of 2005, which led to its default un-

der two private placement agreements totaling \$6.1 million. Further, trading in Ramp's stock was halted as of May 20, 2005. On June 2, 2005, Ramp filed for bankruptcy. On June 15, 2005, when trading in Ramp stock resumed, Ramp's stock price dropped by \$1.06 to a closing price of \$0.19, from its previous closing price on May 20, 2005 of \$1.25.

## **b. The Action Before The Court's July 21, 2006 Order**

As a result of these events, beginning in July 2005, three proposed class actions were filed in the United States District Court for the Southern District of New York, and assigned to the Honorable Denise Cote. In an order dated October 18, 2005, the Court: (1) consolidated the three actions under the caption *In Re Ramp Corporation Securities Litigation*, No. 05 Civ. 6521 (DLC); (2) appointed Plaintiffs Mark Lorenzo, Vincent Collucio, and Brian Steele as Lead Plaintiffs in the Action; and (3) approved Lead Plaintiffs' selection of Murray, Frank & Sailer LLP as Lead Counsel.

On December 16, 2005, Lead Plaintiffs filed a "Consolidated Class Action Complaint" (the "Complaint") against certain officers and directors of Ramp: Andrew Brown, Darryl Cohen, Mitchell Cohen, Ron Munkittrick, and Jeffrey Stahl (collectively, the "Ramp Defendants"), as well as BDO (with the Ramp Defendants, the "Original Defendants").

As detailed below, both the Complaint and Lead Plaintiffs' Amended Complaint alleged that one or more of the Original Defendants: 1) issued false and misleading statements concerning Ramp's business and its prospects; 2) misled investors about Ramp's fundraising through private placements of Ramp stock; 3) failed to disclose that Ramp was controlled, for practical purposes, by outsiders; and/or 4) failed to disclose Defendant Brown's alleged violations of Ramp's Code of Ethics.

### **i. Allegations Concerning False And Misleading Statements About Ramp's Business And Its Prospects**

Lead Plaintiffs alleged that, starting on December 18, 2002 (the beginning of the Class Period), the Ramp Defendants caused to be issued numerous public misstatements in order to artificially inflate Ramp's stock price, concerning: 1) the number of physician subscribers Ramp had for its products; 2) Ramp's involvement with drug-store.com; and 3) Ramp's purchases of other companies.

### **ii. Allegations That Ramp Was Controlled By Undisclosed Outsiders**

Lead Plaintiffs also alleged that, in the spring of 2004, the independent members of Ramp's board of directors revealed their intention to terminate Defendants. Lead Plaintiffs alleged that some of the Ramp Defendants foiled this plan, and that, through a private investor, Defendant Brown forced these independent directors to resign. Lead Plaintiffs alleged that material information regarding the nature of this change in control was concealed from investors.

### **iii. Allegations Regarding Funding Through Private Placements**

Lead Plaintiffs also alleged that Ramp misrepresented the nature of certain of its private equity transactions, which were its sole source of funds for operating costs, to the SEC and the investing public.

### **iv. Allegations Of Violations Of Ramp's Code Of Ethics**

Lead Plaintiffs alleged that in December 2003, Defendant Brown, who was then Ramp's President and Chief Operating Officer, accepted a cash gift from a foreign advisor to certain Ramp investors, but failed to comply with Ramp's Code of Ethics and report his receipt of this cash gift to Ramp's board of directors.

Lead Plaintiffs alleged that Ramp's 2003 and 2004 Form 10-Ks filed with the SEC ("10-Ks") and Brown's certification pursuant to Section 302 of the Sarbanes Oxley Act ("SOX"), attached to the 2004 10-K, failed to disclose that Brown had violated Ramp's Code of Ethics, rendering them materially false and misleading.

## **c. The Action After The Court's July 21, 2006 Order**

On July 21, 2006, the Court granted the Original Defendants' motions to dismiss in part. The Court dismissed all claims against defendants Ron Munkittrick, Mitchell Cohen, Jeffrey Stahl, and BDO, and dismissed the claims concerning the allegations described in subsections (b)i-iii above. In regards to BDO, the Court found that Lead Plaintiffs insufficiently pled that: 1) BDO, in certifying Ramp's financial statements, made misrepresentations regarding BDO's audit, and 2) Lead Plaintiffs' loss was caused by BDO's statements. The Court dismissed all claims against Ron Munkittrick, Mitchell Cohen, and Jeffrey Stahl, as well as the claims against Defendant Darryl Cohen under Section

10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”), holding that Lead Plaintiffs insufficiently pled that their loss was caused by the alleged statements and/or omissions from these Defendants.

The Court denied the motion to dismiss Lead Plaintiffs’ claim against Defendant Brown under Section 10(b) of the Exchange Act, concerning his purported violation of Ramp’s Code of Ethics, based on his SOX certification attached to Ramp’s 2004 10-K. The Court held that Plaintiffs sufficiently pled that Brown’s SOX certification triggered a duty to disclose his alleged violation of Ramp’s Code of Ethics, which Brown allegedly breached. The Court found it unnecessary to determine, at the pleading stage, whether Brown’s statements in Ramp’s 2003 10-K and 2004 10-Qs were also actionable. The Court also denied the motion to dismiss Lead Plaintiffs’ claim against Defendant Darryl Cohen regarding his alleged status as a “control person” of Brown.

The Court’s July 21, 2006 decision dismissed all claims based on any statements made before April 14, 2004 (the date Ramp filed its 2003 10-K signed by Brown), so all members of the Settlement Class who purchased Ramp stock on the open market before that date lost standing to assert claims as to that earlier portion of the Class Period.

Thereafter discovery commenced. Lead Plaintiffs reviewed tens of thousands of pages of documents obtained from Ramp through motion practice before the United States Bankruptcy Court. On September 5, 2006, with the Court’s permission, Defendant Darryl Cohen again moved to dismiss the Section 20(a) claim against him. On October 13, 2006, Lead Plaintiffs moved for class certification. These motions were both pending when the Settlement in principal was reached on November 13, 2006.

#### **d. Settlement Negotiations**

Settlement negotiations between Lead Plaintiffs and Defendants commenced in August 2006. These negotiations took place in person and by telephone over the course of nearly three months. On September 6, 2006, the Court ordered the parties to mediate before United States Magistrate Judge Peck. That mediation occurred on September 28, 2006. Following additional negotiations, a settlement in principal was reached.

#### **REASONS FOR THE SETTLEMENT:**

Lead Counsel recommends the Settlement to the Settlement Class, based on its evaluation of the claims asserted, the procedural posture of the Action (including the July 21, 2006 order dismissing most of the claims alleged in the Amended Complaint), the evidence developed, and the damages that might be proven by the Settlement Class.

Lead Counsel has considered the inherent problems of proof under and possible defenses to the federal securities law violations asserted in the Action. These considerations include, in particular: (1) that in light of the Court’s July 21, 2006 ruling, the Class Period could be significantly shortened even further and additional claims dismissed; (2) the risks attendant to proving that Brown’s conduct in accepting a cash gift and not timely reporting it to the Ramp board of directors constituted a violation of Ramp’s Code of Ethics; (3) the risks attendant to proving that Defendants had a duty to disclose Brown’s alleged violations of the Code of Ethics, and that their failure to disclose this constituted a materially false and misleading omission; (4) the risk that Lead Plaintiffs would be unable to prove that Brown acted either intentionally or recklessly; (5) the risk that Lead Plaintiffs would be unable to prove that Brown’s misconduct caused their losses; (6) the risks created by Defendant Darryl Cohen’s renewed motion to dismiss, in which he argued that Lead Plaintiffs failed to plead sufficiently that he controlled Defendant Brown; and (7) the risk that if Lead Plaintiffs’ single count of violation of Section 10(b) of the Exchange Act against Defendant Brown was dismissed, their “control person” claim under Section 20(a) of the Exchange Act against Defendant Darryl Cohen would also be dismissed. If any of these risks occurred, it is likely that the Settlement Class would recover significantly less than is being recovered under the terms of the Settlement, or even nothing.

Based upon Lead Counsel’s investigation, review of documents obtained from Ramp, consultation with financial and accounting experts, and negotiations with counsel for Defendants, Lead Counsel has concluded that the terms and conditions of the Stipulation of Settlement (“Stipulation”) are fair, reasonable and adequate to Lead Plaintiffs and the Settlement Class, and in their best interests, and has agreed to settle the Action pursuant to the terms and provisions of the Stipulation filed with the Court on February 9, 2007, after considering the benefits that Lead Plaintiffs and the Settlement Class Members will receive from settlement of the Action, the attendant risks, uncertainties, expense and time-consuming nature of litigation.

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### BASIC INFORMATION

#### 1. Why did I receive this Notice Package?

The Court authorized this Notice and Proof of Claim and Release (the "Notice Package") to be sent to you because you or someone in your family may have purchased shares of Ramp common stock on the open market between December 18, 2002 and June 4, 2005, both dates inclusive. If this description applies to you or someone in your family, you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement and after objections and appeals, if any, are resolved, an administrator appointed by the Court will distribute the payments to Settlement Class Members who submitted valid claims.

This Notice Package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The sending of this Notice Package is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in the Action or the fairness or adequacy of the proposed Settlement.

#### 2. Why is the Action a class action?

This Action is a "class action" because the Lead Plaintiffs sued on behalf of other people and entities that purchased Ramp common stock during the Class Period who had similar claims. Collectively, all these people comprise the Settlement Class and are Settlement Class Members. The Court will resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### **3. Why is there a Settlement?**

The Court did not ultimately decide in favor of either Lead Plaintiffs and the Settlement Class or Defendants. Instead, the parties agreed to the Settlement. That way, they avoid the risks, costs and delay of a trial, and the people affected will receive compensation. Lead Plaintiffs and Lead Counsel believe the Settlement is in the best interests of all Settlement Class Members.

Accordingly, Lead Plaintiffs and Defendants have entered into the Settlement. Under this Settlement, a fund was established to provide compensation to Settlement Class Members. How the proceeds obtained under the Settlement will be distributed is discussed below.

### **4. How do I know if I am a Settlement Class Member?**

Under the Settlement, and subject to the exceptions explained below, the persons who are Settlement Class Members are: All persons who purchased shares of Ramp common stock on the open market between December 18, 2002 and June 4, 2005, both dates inclusive.

### **5. Are there exceptions to being included?**

People who are automatically excluded from the Settlement Class are: Defendants, Ramp (including its present and past subsidiaries, parents, successors, and predecessors), Ramp's present and past officers and directors, agents, employees, consultants, attorneys, advisors, investment advisors, investment bankers, investment relations consultants, including members of their immediate families, and their legal representatives, heirs, successors or assigns, affiliates, and any entity in which any one of them has or had a controlling interest, or which is related to or affiliated with any of the foregoing.

If one of your mutual funds owns shares of Ramp common stock, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased shares of Ramp common stock on the open market during the period between December 18, 2002 and June 4, 2005, inclusive. Contact your broker to see if you hold or have held Ramp common stock.

If you sold Ramp common stock between December 18, 2002 and June 4, 2005, inclusive, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you bought shares of Ramp common stock on the open market during the Class Period.

### **6. I am still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by telephone at (866) 274-4004, by fax at (610) 565-7985, by accessing [www.strategicclaims.net](http://www.strategicclaims.net), or you can fill out and return the claim form below to see if you qualify.

### **7. What does the Settlement of the Class Action provide?**

Defendants have agreed to create a Gross Settlement Fund of \$2,075,000 for the benefit of Settlement Class Members. The balance of the fund, after deduction of taxes, administration costs (including the costs of publishing this notice) and Court-awarded attorneys' fees and expenses, will be allocated proportionately among all Settlement Class Members who send in a valid Proof of Claim and Release form ("Proof of Claim").

### **8. How much will my payment be?**

If you are entitled to a payment, your proportionate share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Settlement Class Members submit, how many shares of Ramp common stock you bought, and when you bought and sold them. The proposed plan to distribute the Net Settlement Fund to the Settlement Class (the "Plan of Allocation") is set forth below.

For each Settlement Class Member that submits a valid Proof of Claim (an "Authorized Claimant"), the Claims Administrator will determine the Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon that Authorized Claimant's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount of what a Settlement Class Member lost or might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants, and will be computed in accordance with the Plan of Allocation.

It is unlikely that you will receive a payment for all of your Recognized Loss. After all Settlement Class Members have sent in their claim forms, the payment you receive will reflect your Recognized Loss in relation to the total of all Authorized Claimants' Recognized Losses. Generally, those who bought more shares and have a larger Recognized Loss will get more money, and those who bought fewer shares and have a smaller Recognized Loss will get less. The number of claimants who send in claims varies widely from case to case.

## 9. How will the Net Settlement Fund be allocated?

The proposed Plan of Allocation provides recovery for the decline in the price of Ramp shares between May 20, 2005 and June 15, 2005. On May 20, 2005, Ramp stock closed at \$1.25. Over the next several weeks a series of disclosures took place, including: (1) the resignation of BDO as the Company's auditor and the statement that Ramp's 2003 and 2004 audited financial statements were no longer reliable; (2) the resignation of Andrew Brown as chairman and his suspension as president and CEO; (3) the filing of Chapter 11 reorganization; and (4) the delisting of Ramp stock from the AMEX. The reaction to these announcements in the marketplace was negative. Trading in Ramp common stock was halted from May 21, 2005 to June 14, 2005, inclusive. On June 15, 2005, when trading resumed, Ramp's stock price closed at \$0.19 per share, a per-share decline of \$1.06, or 85%, from its May 20, 2005 closing price. Lead Plaintiffs' financial expert estimates that this drop of \$1.06 per share represents the artificial inflation caused by Defendant Brown's misrepresentations.

The Plan of Allocation also reflects the Court's July 21, 2006 decision, which, as discussed above: 1) refused to dismiss claims based on Defendant Brown's SOX certification, incorporated in Ramp's 2004 10-K, filed on April 6, 2005; 2) declined to address whether Brown's earlier statements in Ramp's 2003 10-K filed on April 14, 2004 were actionable; and 3) dismissed all claims based on any alleged misstatements made before April 14, 2004. The Plan of Allocation provides different levels of recovery for Settlement Class Members who held shares as of the close of business on May 20, 2005. The different levels of recovery are based on the dates the shares were purchased.

The Plan of Allocation provides that shares of Ramp stock purchased between April 6, 2005 and May 20, 2005 are allocated a Recognized Loss of \$1.06 per share, because the Court explicitly permitted litigation to proceed over claims for that period. Shares of Ramp stock purchased between April 14, 2004 and April 5, 2005, however, are allocated a Recognized Loss of 50% of \$1.06 per share. This is based on the fact that, although Defendant Brown certified Ramp's 2004 10-K, which is what the Court held gave rise to Brown's duty to disclose his alleged breach of Ramp's Code of Ethics, Brown did not certify Ramp's 2003 10-K. Consequently, those claims face a greater risk of dismissal. Shares of Ramp stock purchased between December 18, 2002 and April 13, 2004 are allocated 10% of \$1.06 per share, because the Court explicitly dismissed claims for that period, and those claims carry the greatest risk. There will be no recovery for shares purchased at any time during the Class Period which were sold on or before May 20, 2005.

The Plan of Allocation also reflects the fact that between May 21, 2005 and June 4, 2005, trading on Ramp common stock was halted, so any stock trades during that time period could not have been made on the open market.

All calculations reflect the 1-for-60 reverse stock split that occurred on December 1, 2004. Shares purchased before December 1, 2004 shall have their price and number adjusted to reflect the 1-for-60 reverse stock split.

Based on the foregoing, and for purposes of this Settlement only, "Recognized Losses" will be calculated as follows:

- 1. For shares purchased on the open market between December 18, 2002 and April 13, 2004, inclusive, and:**
  - a. Sold on or before May 20, 2005, inclusive, there shall be no Recognized Loss.
  - b. Held as of the close of business on May 20, 2005, the Recognized Loss is \$0.106 per share.
- 2. For shares purchased on the open market between April 14, 2004 and April 5, 2005, inclusive, and:**
  - a. Sold on or before May 20, 2005, inclusive, there shall be no Recognized Loss.
  - b. Held as of the close of business on May 20, 2005, the Recognized Loss is the lesser of (i) the purchase price minus the sales price; or (ii) \$0.53 per share.
- 3. For shares purchased on the open market between April 6, 2005 and May 20, 2005, inclusive, and:**
  - a. Sold on or before May 20, 2005, inclusive, there shall be no Recognized Loss.
  - b. Held as of the close of business on May 20, 2005, the Recognized Loss is the lesser of (i) the purchase price minus the sales price; or (ii) \$1.06 per share.
- 4. For shares purchased between May 21, 2005 and June 4, 2005, inclusive, there shall be no Recognized Loss because trading in Ramp common stock was halted during this period, and, therefore, there can be no open market stock purchases.**

### **General Provisions:**

1. The date of purchase or sale is the “contract” or “trade” date and not the “settlement” date.
2. In processing claims, the first-in, first-out basis (“FIFO”) will be applied to purchases and sales.
3. The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.
4. Brokerage commissions, fees, and taxes should be excluded in the purchase and sale prices of Ramp common stock.
5. Where shares were purchased/sold by reason of having exercised an option, the premium should be incorporated into the price accordingly.
6. Gains will be omitted to determine the Recognized Loss of each Authorized Claimant.
7. No cash payment will be made on a claim where the distribution amount is \$10 or less.
8. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds.
9. No person shall have any claim against Lead Counsel, the Claims Administrator or other agent designated by Lead Counsel, based on the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court. In addition, no person shall have any claim against Defendants, Released Parties or Defendants’ Counsel with respect to the management, investment or distribution of the Net Settlement Fund.
10. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants.
11. Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the settlement proceeds. Settlement Class Members who neither submit a request for exclusion nor submit an acceptable Proof of Claim will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

### **10. How can I receive a payment pursuant to the Settlement?**

To qualify for a payment in the Action, you must send in a Proof of Claim. A Proof of Claim accompanies this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked **no later than August 10, 2007**.

### **11. When will I get my payment?**

The Court will hold the Fairness Hearing **on June 29, 2007**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the submitted Proofs of Claim to be processed. When this is completed and the Court approves Lead Plaintiffs’ request for distribution of the Net Settlement Fund to the Authorized Claimants, payments will be mailed out in accordance with the Court’s order.

### **12. What am I releasing to receive a payment in this Settlement?**

If you are a Settlement Class Member, unless you exclude yourself, you are remaining in the Action, which means that, if the Settlement is approved, you will release all “Released Claims” (as defined below) against Defendants Andrew Brown and Darryl Cohen, and the “Released Parties” (as defined below).

“Released Claims” means any and all known and unknown claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, arising out of, based upon or related in any way to any of the following: the allegations made in the Action by the Lead Plaintiffs on behalf of the Settlement Class or any of them against any of the Released Parties, the allegations that could have been made in any forum by the Settlement Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in any of the complaints in the Action or that involve in any way events that actually or purportedly occurred during the Class Period, the purchase, sale or other disposition of Ramp securities by any of the Released Parties, the Lead Plaintiffs or any of the Settlement Class Members during the Class Period, or the settlement or resolution of the Action (including without limitation, any claim for attorneys’ fees by the Lead Plaintiffs or Settlement Class Members). Released Claims expressly includes Unknown Claims.



“Unknown Claims” means any and all Released Claims which Lead Plaintiffs and/or any Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties that involve in any way events that actually or purportedly occurred during the Class Period, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, each Lead Plaintiff shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiffs and Defendants acknowledge, and Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement. Lead Plaintiffs and/or Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs intend, and Settlement Class Members are deemed to have intended for the release of the Released Claims to be effective without regard to the subsequent discovery or existence of such different or additional facts and for it to extend to Unknown Claims. The release of the Released Claims is intended to be a full and binding release of all Released Claims, including Unknown Claims, and shall be construed broadly to effect that purpose.

“Released Parties” means any and all present and former employees, officers and directors of Ramp (including, without limitation, Defendants, and all of the persons named as defendants in the Action at any time, including those defendants who were dismissed in the Action), and Ramp, and all of their respective past or present subsidiaries, parents, successors and predecessors, agents, attorneys, advisors, insurers, investment advisors, auditors, accountants, assigns, spouses, any member of their immediate family, or any trust which is for the benefit of any of them and/or member(s) of their immediate family and the legal representatives, heirs or successors in interest of all of the foregoing, and any person, firm, trust, corporation, officer, director or other individual or entity in which any one of them has a controlling interest or which is related to or affiliated with any of the foregoing.

### 13. How do I exclude myself from the Settlement?

You can exclude yourself from the Settlement. If you are a Settlement Class Member and you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue any of the Defendants or the Released Parties on your own over the claims, known or unknown, being released in this Settlement, then you **must** take steps to exclude yourself from the Settlement. This is referred to as “opting out” of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by first class U.S. mail, postage prepaid, stating that you wish to be excluded from the Ramp Corporation Securities Class Action. Your letter should include the date(s), price(s), and number(s) of shares of all purchases and sales of Ramp common stock during the Class Period. In addition, be sure to sign the letter, and to include your name, address, and telephone number in the letter. **No request for exclusion will be considered valid unless all of this information is included in the request.**

You must mail your exclusion request postmarked **no later than May 31, 2007** to the Claims Administrator at:

Ramp Securities Litigation Exclusions  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
P.O. Box 230  
Media, PA 19063  
[www.strategicclaims.net](http://www.strategicclaims.net)

You cannot exclude yourself by telephone or by e-mail. If you properly exclude yourself, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

### 14. If I do not exclude myself, can I sue Defendants or the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue Defendants or the Released Parties for the claims being released pursuant to this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from the Settlement Class to continue your own lawsuit. **Remember, the exclusion deadline is May 31, 2007.**

**15. Do I have a lawyer in the Action?**

The Court ordered that Lead Counsel, Murray, Frank & Sailer LLP, represent you and the other Settlement Class Members in the Action. You will not be charged for the work done by Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will Lead Counsel be paid?**

Lead Counsel has yet to be compensated for legal services rendered. Lead Counsel is asking the Court to award attorneys' fees from the Gross Settlement Fund in an amount not greater than one-third (33 1/3%) of the Gross Settlement Fund and for reimbursement of expenses up to a maximum amount of \$65,000, which is approximately \$0.12 per share. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to Settlement Class Members and any proceedings subsequent to the Settlement Fairness Hearing.

**17. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court that you do not agree with any part of the Settlement, the Plan of Allocation, or the Request for Attorneys' Fees and Reimbursement of Expenses. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects or modifies the Plan of Allocation and/or the amount of attorneys' fees or expenses requested, the Court may still approve the Settlement.

If you object to the Settlement, you may submit a letter stating your objection. Be sure to include the date(s), price(s), and number(s) of shares of all purchases and sales of Ramp common stock during the Class Period. In addition, be sure to sign the letter, and include your name, address, and telephone number in the letter. This letter should be sent by first class U.S. mail, postage prepaid, and postmarked **no later than May 31, 2007**, to both of the following:

COURT	LEAD COUNSEL
Clerk of Court Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	Jacqueline Sailer, Esq. MURRAY, FRANK & SAILER LLP 275 Madison Avenue Suite 801 New York, NY 10016

**18. What is the difference between objecting and excluding?**

*Objecting* is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, or the Request for Attorneys' Fees and Reimbursement of Expenses. You can object only if you stay in the Settlement Class. *Excluding* yourself is telling the Court that you do *not* want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Action no longer affects you, and you are *not* releasing any claims which you may have.

**19. When and where will the Court decide whether to approve the Settlement, the Plan of Allocation, and the Request for Attorneys' Fees and Reimbursement of Expenses?**

The Court will hold the Fairness Hearing on June 29, 2007 at 3:00 p.m., at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 11B, New York, New York. At the Fairness Hearing, the Court will consider: (a) whether this Action satisfies the applicable prerequisites for class action treatment under Rule 23 of the Federal Rules of Civil Procedure; (b) whether the terms of the proposed settlement described in the Stipulation are fair, reasonable and adequate, and in the best interests of the Settlement Class; (c) whether to approve the Plan of Allocation; (d) whether to enter the Order and Final Judgment as provided under the Stipulation; (e) whether to approve the application of Lead Counsel for an award of attorneys' fees and expenses; and (f) such other matters as the Court may deem appropriate. If there are objections, the Court will consider them. At or after the Fairness Hearing, the Court will decide whether to approve the Settlement.

**20. Do I have to come to the Fairness Hearing?**

No. Lead Counsel will answer questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## 21. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Ramp Corporation Securities Litigation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked **no later than May 31, 2007**, and be sent to the Clerk of Court and to Lead Counsel, at the addresses provided in paragraph 17 above. You cannot speak at the Fairness Hearing if you excluded yourself.

## 22. What will happen if I do nothing at all?

If you are a Settlement Class Member and you do not exclude yourself or timely file a Proof of Claim, you will receive no money from the Settlement. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants or the Released Parties about the claims being released in this Action.

## 23. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You can get a copy of the Stipulation by writing to Jacqueline Sailer, Esq., Murray, Frank & Sailer LLP, 275 Madison Avenue, Suite 801, New York, New York 10016. The Stipulation is also available at [www.murrayfrank.com](http://www.murrayfrank.com).

You also can contact the Claims Administrator by toll-free phone at (866) 274-4004; by fax at (610) 565-7985; by mail at Ramp Securities Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, P.O. Box 230, Media, Pennsylvania 19063; or by visiting [www.strategicclaims.net](http://www.strategicclaims.net).

## 24. How do I get more information?

Visit Lead Counsel's website, [www.murrayfrank.com](http://www.murrayfrank.com), for more information concerning the matters involved in this Action and to review the pleadings, the Stipulation, the Orders entered by the Court and the other papers filed in the Action. These papers may also be inspected at the Office of the Clerk of Court for the United States District Court for the Southern District of New York, Room 260, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007 during regular business hours.

## **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased Ramp common stock on the open market between December 18, 2002 and June 4, 2005, both dates inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or for which you purchased such stock during such time period, preferably on computer-generated mailing labels or electronically in MS Word or WordPerfect files (label size Avery® #5160) or in an MS Excel data table setting forth (i) title/registration, (ii) street address, (iii) city/state/zip, or, in the alternative (b) request additional copies of this Notice Package, which will be provided to you free of charge, and within seven (7) days mail the Notice Package directly to the beneficial owners of the common stock referred to herein. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Net Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid after the request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Ramp Corporation Securities Litigation  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
P.O. Box 230  
Media, PA 19063  
[www.strategicclaims.net](http://www.strategicclaims.net)

**PLEASE DO NOT CONTACT THE CLERK OF COURT OR THE COURT REGARDING THIS NOTICE.**

Dated: March 23, 2007

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE SOUTHERN  
DISTRICT OF NEW YORK

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UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
IN RE RAMP CORPORATION X  
SECURITIES LITIGATION :  
This Document Relates To: : MASTER FILE  
All Actions : 05 Civ. 6521 (DLC)  
\_\_\_\_\_  
X

**PROOF OF CLAIM AND RELEASE**

ALL CLAIMANTS (PERSONS OR ENTITIES WHO PURCHASED SHARES OF THE COMMON STOCK OF RAMP CORPORATION A.K.A. MEDIX RESOURCES, INC. (“RAMP”) OVER THE OPEN MARKET DURING THE PERIOD DECEMBER 18, 2002 THROUGH JUNE 4, 2005, INCLUSIVE (THE “CLASS PERIOD”) ARE URGED TO READ THE NOTICE OF PENDENCY OF PROPOSED CLASS ACTION AND ITS SETTLEMENT (THE “NOTICE”) ACCOMPANYING THIS PROOF OF CLAIM AND RELEASE.

**I. INSTRUCTIONS**

A. To recover as a Settlement Class Member based on your claims in the above litigation (the “Action”), you must have purchased Ramp common stock on the open market between December 18, 2002 and June 4, 2005, both dates inclusive. You must not be a person who is excluded from the Class, as is defined in the Notice. You also must not be a person who requested to be excluded from the Class. If you are a Class member and not one of the excluded persons, and wish to participate in the proposed settlement (“Settlement”) of the Action, you must complete and sign this Proof of Claim and Release (“Proof of Claim”). If you fail to file a properly addressed and fully completed Proof of Claim, or fail to provide required documentation, your claim may be rejected and you may be precluded from any recovery from the proposed Settlement.

B. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM POSTMARKED ON OR BEFORE **AUGUST 10, 2007** TO:

Ramp Corporation Securities Litigation  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
P.O. Box 230  
Media, Pennsylvania 19063  
[www.strategicclaims.net](http://www.strategicclaims.net)

C. If you are a Settlement Class Member and did not request exclusion, you will be bound by the terms of any judgment entered in the Action in connection with the Settlement WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

**II. CLAIMANT IDENTIFICATION INSTRUCTIONS**

A. If you purchased Ramp common stock and registered the certificate in your name, you are the beneficial owner as well as the record purchaser. If, however, you purchased Ramp common stock and the certificate was registered in the name of a third party, such as your stock broker or some other nominee or trustee, you are the beneficial owner even though the third party is the record purchaser listed on Ramp’s records. Proceeds of this Settlement will be distributed to Class members who are beneficial owners of Ramp common stock as described in the accompanying Notice, subject to the terms and conditions of the Stipulation of Settlement described in that Notice.

B. Use Section IV of this form, entitled “Claimant Identification Schedule,” to identify yourself and each owner of record, such as your stock broker, if different from the beneficial owner, of Ramp common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S), OF THE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

C. All joint owners must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and must identify each beneficial owner or owners for whom they are acting; proof of their authority must accompany this claim and their titles or capacities must be stated.

D. The Social Security (or Taxpayer Identification) number and telephone number of the beneficial owner must be provided.

E. Failure to provide the foregoing information could delay verification or result in the rejection of the claim.

**III. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS**

A. Use Section V of this form, entitled “Schedule of Transactions,” to supply all required details of your transactions (purchases and sales) in Ramp common stock that took place during the period from December 18, 2002 through June 4, 2005, inclusive.

B. If you need more space, attach separate, numbered sheets giving all of the required information in substantially the same form. Print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

C. On the schedules, provide all of the requested information with respect to all of your purchases and sales of Ramp common stock that took place at any time during the Class Period, whether such transactions resulted in a profit or a loss.

D. The failure to report all such transactions may result in the rejection of your claim.

E. List each transaction during the Class Period separately and in the order in which they took place, *by trade date*, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list, as well as the purchase and/or sales price, excluding commissions, taxes, and other fees. If you do not have this information, your broker may be able to help you find it.

F. Ramp common stock acquired or disposed of for any consideration other than, or in addition to, cash must be reported as having been acquired or disposed of.

G. COPIES OF BROKER'S CONFIRMATIONS, BROKER'S ACCOUNT STATEMENTS, OR OTHER ACCEPTABLE DOCUMENTATION OF YOUR TRANSACTIONS IN RAMP COMMON STOCK MUST BE ATTACHED TO YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS OR SHARES OF STOCK. If you no longer have copies of your broker's confirmations or statements, your broker may be able to get you copies. A complete list of acceptable supporting documentation can be found on the Claims Administrator's website: [www.strategicclaims.net](http://www.strategicclaims.net).

H. Any claims submitted that contain more than 50 transactions during the Class Period are requested to be filed electronically and to provide all the purchase and sale information required in the Schedule of Transactions. For a copy of instructions and parameters concerning such a submission, contact the Claims Administrator: (1) at the website address above, and click on Ramp Corporation Securities Litigation; (2) by phone at (866) 274-4004, or (3) by fax at (610) 565-7985.

#### **IV. CLAIMANT IDENTIFICATION SCHEDULE**

Claims must be received by the Claims Administrator postmarked no later than **August 10, 2007**.



**V. SCHEDULE OF TRANSACTIONS IN RAMP COMMON STOCK**

A. State the total number of shares of Ramp common stock owned at the close of trading on December 17, 2002, long or short (*must be documented; see III above, Instruction G*): \_\_\_\_\_

B. Separately list each and every **open market** purchase of Ramp common stock during the period December 18, 2002 **through** June 4, 2005, inclusive, and provide the following information (*must be documented; see III above, Instruction G*):

	Trade Date(s) (list chronologically) (Month / Day / Year)	Number of Shares Purchased	Purchase Price Per Share	Total Cost (excluding commissions, fees and taxes)
1.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
2.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
3.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
4.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
5.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□

C. Separately list each and every sale of Ramp common stock during the period December 18, 2002 **through** June 4, 2005, inclusive, and provide the following information (*must be documented; see III above, Instruction G*):

	Trade Date(s) (list chronologically) (Month / Day / Year)	Number of Shares Sold	Sale Price Per Share	Total Proceeds (excluding commissions, fees and taxes)
1.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
2.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
3.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
4.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
5.	□□ - □□ - □□	□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□

D. State the total number of shares of Ramp common stock you still owned at the close of trading on June 4, 2005, long or short (*must be documented; see III above, Instruction G*): \_\_\_\_\_

**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.**

**YOU MUST ALSO READ AND SIGN THE RELEASE ON PAGE 6.**

**IMPORTANT: FAILURE TO ATTACH SUPPORTING DOCUMENTATION  
MAY PREVENT YOU FROM RECEIVING ANY DISTRIBUTION UNDER THE SETTLEMENT**

**VI. SUBMISSION TO JURISDICTION OF COURT**

I/we submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice. I/we also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my/our claim as a Settlement Class Member 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 to support this claim if requested to do so. I/we authorize Ramp or any brokerage house with whom I/we transacted business to release to Lead Counsel, or their designee, upon their request and without notice to me/us, any and all information relating to any purchase or sale of Ramp common stock by me/us during the Class Period.

**VII. RELEASE**

A. I/we hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge any and all Released Claims (as defined below) against any and all of the Defendants (as defined below) and the Released Parties (as defined below).

B. "Released Claims" means any and all known and unknown claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, arising out of, based upon or related in any way to any of the following: (i) the allegations made in the Action by the Lead Plaintiffs on behalf of the Class or any of them against any of the Released Parties, (ii) the allegations that could have been



made in any forum by the Settlement Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in any of the complaints in the Action or that involve in any way events that actually or purportedly occurred during the Class Period, (iii) the purchase, sale or other disposition of Ramp securities by any of the Released Parties, the Lead Plaintiff or any of the Settlement Class Members during the Class Period, or (iv) the settlement or resolution of the Action (including without limitation, any claim for attorneys' fees by the Lead Plaintiff or Settlement Class Members). Released Claims expressly includes Unknown Claims.

C. "Unknown Claims" means any and all Released Claims which Lead Plaintiffs and/or any Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties that involve in any way events that actually or purportedly occurred during the Class Period, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, each Lead Plaintiff shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiffs and Defendants acknowledge, and Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement. Lead Plaintiffs and/or Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs intend, and Settlement Class Members are deemed to have intended for the release of the Released Claims to be effective without regard to the subsequent discovery or existence of such different or additional facts and for it to extend to Unknown Claims. The release of the Released Claims is intended to be a full and binding release of all Released Claims, including Unknown Claims, and shall be construed broadly to effect that purpose.

D. "Defendants" means Andrew Brown and Darryl R. Cohen.

E. "Released Parties" means any and all present and former employees, officers and directors of Ramp Corporation, a.k.a. Medix Resources, Inc. ("Ramp") (including, without limitation Defendants, and all of the persons named as defendants in the Action at any time, including those defendants who were dismissed in the Action), and Ramp, and all of their respective past or present subsidiaries, parents, successors and predecessors, agents, attorneys, advisors, insurers, investment advisors, auditors, accountants, assigns, spouses, any member of their immediate family, or any trust which is for the benefit of any of them and/or member(s) of their immediate family and the legal representatives, heirs or successors in interest of all of the foregoing, and any person, firm, trust, corporation, officer, director or other individual or entity in which any one of them has a controlling interest or which is related to or affiliated with any of the foregoing.

F. 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.

G. This Release shall be of no force or effect unless the United States District Court approves the Stipulation of Settlement and unless the Stipulation of Settlement becomes effective as to the Defendants on the Effective Date (as defined in the Stipulation).

## **VIII. CERTIFICATION**

I/we certify that I/we believe in good faith that I am/we are a Settlement Class Member, as defined in the Notice, or am/are acting for such person; that I/we have read and understood the contents of the Notice; that I/we have not submitted a Request for Exclusion seeking to be excluded from the Class; that I/we believe that I am/we are entitled to receive a portion of the Net Settlement Fund; and that the foregoing information is true, accurate, and complete to the best of my/our knowledge, information, and belief.

Federal law provides that the filing of a false claim is punishable by a fine of not more than \$10,000 or imprisonment for not more than five years, or both.

I/we certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

**NOTE:** If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word "NOT" in the certification above.

I/we declare under penalty of perjury under the laws of the United States that the foregoing information supplied by the undersigned and the supporting documentation attached hereto are true and correct, that I/we wish to enter into the Release, and that this Proof of Claim form was executed this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year)

in \_\_\_\_\_, \_\_\_\_\_.  
(City) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
(Print your name here)

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

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of person signing on behalf of claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing on behalf of claimant,  
*e.g.*, Executor, Custodian, etc.)

**IMPORTANT: IF THIS CLAIM IS ON BEHALF OF JOINT OWNERS, ALL JOINT OWNERS MUST SIGN.**

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME  
THANK YOU FOR YOUR PATIENCE.**

**Reminder Checklist:**

1. Please sign the above Release and Certification.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator's website.
3. Do not send original common stock certificates.
4. Keep a copy of the completed claim form and documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

Ramp Corporation Securities Litigation  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
P.O. Box 230  
Media, Pennsylvania 19063  
[www.strategicclaims.net](http://www.strategicclaims.net)

Ramp Corporation Securities Litigation  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
P.O. Box 230  
Media, Pennsylvania 19063

**FIRST-CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**