

breach of contract claim against any of These WYO Defendants shall provide a more definite statement as to the nature of his or her claim, including specifically the nature of any coverage dispute claimed to exist and the nature of any valuation dispute claimed to exist; if Plaintiffs do not file an amended pleading with regard to the Fifth Cause of Action within ____ days of this Order, the First Amended Complaint shall be dismissed as to These WYO Defendants with prejudice in its entirety.

IT IS FURTHER ORDERED that the Plaintiffs' claims for delay damages, refund of premiums, disgorgement of profits and compensation, and pre-judgment interest are not recoverable under the National Flood Insurance Act, 42 U.S.C. § 4001(a), and accordingly, are hereby dismissed with prejudice as to These WYO Defendants.

IT IS FURTHER ORDERED that all causes of action asserted by Plaintiffs who are not insureds under Standard Flood Insurance Policies ("SFIPs") issued by any of These WYO Defendants, shall be dismissed with prejudice as to These WYO Defendants.

ENTERED this _____ day of _____, 2005

Peter J. Messitte
United State District Judge