

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”), dated as of May 14, 2021, is made and entered into by and among the following Parties: (i) Andrae Queen (“Representative Plaintiff”), individually and on behalf of the Settlement Class, by and through Thomas J. Minton, Goldman & Minton P.C. and David E. Tompkins, Lewis and Tompkins PC; and (ii) State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company (“State Farm”), by and through its counsel of record, lead counsel Daniel F. Diffley of Alston & Bird LLP.

### **RECITALS**

1. On June 28, 2018, Andrae Queen filed his initial class action Complaint in the Circuit Court of Maryland for Baltimore City in an action styled *Andrae Queen v. State Farm, et al.*. State Farm subsequently removed the case to the United States District Court for the District of Maryland, Case No. 1:18-cv-02625-PWG.

2. The Complaint asserts claims against State Farm for breach of contract and declaratory judgment for failure to reimburse rental car costs on claims covered by State Farm’s Maryland insureds’ uninsured motorist coverage.

3. State Farm denies all material allegations of the Complaint. State Farm specifically disputes that, if this case were to proceed to trial, a class of State Farm’s Maryland insureds would be certified, and disputes that class members would be able to prove individualized damages. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, State Farm has agreed to settle this litigation on the terms set forth in this Agreement, subject to Court approval.

4. This Agreement resulted from good faith, arm's-length settlement negotiations, including two full-day mediation sessions before Magistrate Judge Susan K. Gauvey. Prior to this mediation, the Parties litigated this case before both the United States District Court and the Maryland Court of Appeals, which determined that the statutory term "damage to property" includes "loss of use" damages, such as rental car costs on uninsured motorist claims pursuant to Maryland law. Subsequently, the Parties engaged in written discovery in an effort to determine the identity of possible Class Members who incurred such damages, the parameters of the Class alleged in the Complaint, and the scope of any potential Class-wide damage claim.

5. Plaintiffs' counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement, the potential problems in achieving class certification, and how best to serve the interests of the putative Class in the Litigation. Based on this investigation and the negotiations described above, Plaintiff's counsel have concluded, taking into account the contested issues involved, the risks, delays, uncertainty and cost of further prosecution of this litigation, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement, that a settlement with State Farm on the terms set forth in this Agreement is fair, reasonable, adequate and in the best interests of the putative class.

6. The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any of the Parties to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

7. The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all claims and causes of action asserted, or that could have been asserted, against State Farm and the Released Persons (as defined in Section I below) arising out of or relating to the reimbursement of rental car costs on uninsured motorist claims in Maryland, by and on behalf of the Representative Plaintiff and Settlement Class Members (as defined in Section I below), and any other such actions by and on behalf of any other Maryland State Farm insureds.

#### **I. DEFINITIONS.**

As used in the Settlement Agreement, the following terms have the meanings specified below:

8. “Action” means the above-captioned lawsuit, Case No. 1:18-cv-02625-PWG in the United States District Court for the District of Maryland.

9. “Class Counsel” means Thomas J. Minton, Goldman & Minton P.C. and David E. Tompkins, Lewis and Tompkins PC.

10. “Class Period” means November 1, 2016 to August 12, 2020.

11. “Class Member” means any person who is included within the definition of the Settlement Class (or who succeeds to the interest of such a person) and who does not timely and properly request exclusion from the Settlement Class as provided in Paragraph 64 below.

12. “Costs of Settlement Administration” means all actual costs associated with or arising from Claims Administration and the Notice Program as set forth in Section IV. The Costs of Settlement Administration shall be paid to the Settlement Administrator.

13. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 74 herein have occurred and been met.

14. “Final Approval Hearing” means the final settlement approval hearing as set forth in Federal Rule of Civil Procedure 23(e)(2).

15. “Final Approval Order” means a final order rendered by the Court that, among other things, finally approves the Settlement Agreement and is consistent with Paragraph 43 and in the form of or materially in the form of the proposed Final Approval Order and Judgment attached as Exhibit D.

16. “Parties” means, collectively, State Farm and Representative Plaintiff, individually and on behalf of the Settlement Class.

17. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of or materially in the form of the proposed Preliminary Approval Order attached as Exhibit B.

18. “Released Persons” means State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, and their current and former parents, subsidiaries, affiliated companies, and divisions, whether indirect or direct, as well as these entities’ respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

19. “Released Claims” shall mean any and all claims, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature, and character, known and unknown, including without limitation, breach of contract, declaratory judgment, bad faith, fraud, unjust enrichment, any federal, state, or local statutory or regulatory claims, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, and expenses, pre-

judgment interest, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Settlement Class Member has, has asserted, could have asserted, or could assert against any of the Released Persons based on, relating to, concerning, or arising out of the incurring of rental car expenses on uninsured motorist claims in Maryland during the Class Period, or the allegations, facts, or circumstances described in the Litigation and/or Complaint.

20. “Rental Car Coverage” means the optional, purchased rental car coverage that may be added to an insured’s Maryland Policy.

21. “Representative Plaintiff” means Andrae Queen.

22. “Settlement Agreement” or “Agreement” means this agreement.

23. “Third Party Administrator” or “TPA” means the settlement administrator agreed by the Parties, KCC, Inc., which is experienced in formulating and effectuating notice programs and administering class action claims, generally and specifically those of the type presented in this Action in which specified payments are to be made to the Class Members who do not opt out.

24. “Settlement Class” means the Settlement Class as defined by Paragraph 28 below.

25. “Settlement Class Member” and “Settlement Class Members” mean all State Farm insureds with a Maryland policy issued by State Farm within the Class Period who fall within the definition of the Settlement Class.

26. “Settlement Fund” means the fund described in Paragraph 28 which will be utilized to pay all amounts agreed to in this Settlement Agreement, including Settlement Administration costs, attorneys’ fees, and an incentive award to the named Plaintiff.

27. “State Farm” means State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company.

## II. SETTLEMENT CLASS

28. The Parties agree that for purposes of settlement only, the Settlement Class will be as follows:

All State Farm insureds in Maryland who submitted an uninsured motorist claim during the Class Period (from November 1, 2016 to August 12, 2020) and who fall into one of the two following subclasses: Sub-Class 1: insureds whose policies included Rental Car Coverage and who, as part of their uninsured motorist claim, submitted a claim for rental car reimbursement and received payment from State Farm for a portion of their rental car expenses; or Sub-Class 2: insureds whose policies did not include Rental Car Coverage, and who were compensated by State Farm for property damage arising out of their uninsured motorist claim.

29. The Parties estimate that Sub-class 1 is comprised of 13,425 of insureds, and that Sub-class 2 is comprised of 10,717 insureds.

30. The Settlement Class excludes insureds who have already made a claim for rental car reimbursement through administrative action in the Maryland Insurance Administration and been paid by State Farm. A list of claims and the amounts paid to those insureds is attached as Exhibit A.

31. The Settlement Class also specifically excludes: (i) State Farm and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge or Magistrate Judge to whom the action is assigned and, any member of those Judges' staffs or immediate family members; and (iv) counsel in this case.

32. The Settlement Class also does not include those insureds with Rental Car Coverage who were not reimbursed any costs under their Rental Car Coverage

### III. PRELIMINARY APPROVAL OF SETTLEMENT

33. Upon execution of this Settlement Agreement, the Plaintiff shall submit the Settlement Agreement to the Court and request an Order substantially in the form set forth in Exhibit B (“Preliminary Approval Order”). In seeking Preliminary Approval, the Plaintiff will request that the Court, among other things:

(a) Certify the Settlement Class as defined herein under Federal Rule of Civil Procedure 23 for settlement purposes and designate the Plaintiff as the Class Representative and the following attorneys as Class Counsel for the Settlement Class:

Thomas J. Minton  
Goldman and Minton PC  
3600 Clipper Mill Rd, Suite 201  
Baltimore, MD 21211

David E. Tompkins  
Lewis and Tompkins PC  
836 Bonifant Street  
Silver Spring, MD 20910

(b) Provide that certification of the Settlement Class shall be automatically vacated if this Settlement Agreement is terminated or otherwise disapproved in whole or in part by the Court, any appellate court, or any other court of review, or if State Farm invokes its right to revoke the agreement to settle as provided below.

(c) Preliminarily approve the Settlement Agreement as sufficiently fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e) to warrant sending notice of the settlement to Class Members;

(d) Direct that State Farm and the proposed third-party administrator, KCC, Inc. use their best efforts to cause the Notice as set forth in Section IV below to be distributed by first class

mail, postage prepaid, bearing the return address of the TPA, within thirty (30) days after Preliminary Approval of the Proposed Settlement to all individuals known to be Class Members;

(e) Approve the form of the Notice as set forth in Exhibit C and determine that the distribution of the Notice and implementation of the Notice plan as described in Section IV of the Settlement Agreement is in compliance with Federal Rule of Civil Procedure 23(c)(2), that the Notice is reasonably calculated to apprise the Class Members of the pendency of this case, and of the right to object or opt out of the Settlement, that this Notice constitutes the best notice practicable under the circumstances, and meets the requirements under the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution;

(f) Require each potential Class Member who wishes to exclude himself/ herself from the Settlement Class to submit a written request for exclusion received by the TPA no later than ninety (90) days after entry of the order providing Preliminary Approval of the Settlement;

(g) Rule that any potential Class Member who does not submit a timely written request for exclusion will be bound by all proceedings, orders, and judgments in the case; and

(h) Rule that any objections to the Settlement must be filed in accordance with the procedures set forth in Section IX below.

34. Preliminary certification of the Settlement Class and appointment of the Plaintiff as Class Representative and of Class Counsel by the Court shall be binding only with respect to the Proposed Settlement. In the event that the Proposed Settlement is not consummated for any reason, whether due to a termination of this Settlement Agreement in accordance with its terms, a failure or refusal of the Court to approve the Proposed Settlement, or a reversal or modification of the Court's approval of the Proposed Settlement on appeal or any other reason, then:

(a) The Court shall vacate the certification of the Settlement Class; and



(b) The parties shall litigate the Action as though the Settlement Agreement has never been entered and the Settlement Class has never been certified; and

(c) The fact that this Settlement Agreement has been entered into shall not be offered, received, or construed as an admission by either party or as evidence for any purpose.

35. Upon the Preliminary Approval of the Settlement Agreement and the Proposed Settlement as provided above, all proceedings in the case shall be stayed until further Order of the Court, provided, however, that the parties may conduct any limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Settlement Agreement.

#### **IV. NOTICE TO CLASS MEMBERS**

36. As soon as practicable after the Preliminary Approval of the Proposed Settlement, as provided above, State Farm shall make a reasonable search of its records to ascertain the name and last known address of each Settlement Class Member. In addition, the TPA shall search the National Change of Address Database (NCOA) to locate any updated current mailing addresses prior to sending Notice.

37. The TPA will send a copy of the Notice, substantially in the form attached hereto as Exhibit C, by first class mail to each potential Class Member at the best available address following the procedures described herein. Prior to mailing the Notice, the TPA will search all available national change of address databases and related databases for current names and addresses for each Class Member. Both State Farm and the TPA will use their best efforts to complete the mailing of the Notice within thirty (30) days after the Preliminary Approval of the Proposed Settlement.

38. If any Notice mailed to any Class Member is returned to the TPA as undeliverable, then the TPA shall perform a reasonable search for a more current name and address for the potential Class Member and re-send the returned Notice to the potential Class Member by first class mail.

39. The Notice shall contain the name, address, and telephone number of the TPA and the address of the web page established to provide additional information to Class Members.

40. The costs of the mailing of the Notice to Class Members and all other costs associated with the TPA's administration of settlement will be paid from the Settlement Fund, subject to the Court's approval.

#### **V. FINAL APPROVAL OF THE PROPOSED SETTLEMENT**

41. The parties acknowledge that on the day set by the Court for the Final Approval Hearing, the Court may review any objections to the Proposed Settlement that have been timely filed, and conduct such other proceedings, including the taking of testimony, receipt of legal memoranda, and hearing of arguments from the parties or others properly present at the Final Approval Hearing as the Court may deem appropriate under the circumstances.

42. After the completion of the Notice described above, the deadline for seeking exclusion from the Settlement Class as provided below, and the deadline for filing objections to the Proposed Settlement as provided below, the Parties and/or the TPA shall provide to the Court an affidavit and other evidence that may be required to demonstrate to the Court that the procedures for class notice have been completed. Class Counsel will then file, and State Farm will not oppose, a motion seeking the Court's Final Approval of the Proposed Settlement at a Final Approval Hearing to be held at a time, date, and location that will be stated in the Notices sent to Class Members and in the order preliminarily approving the Proposed Settlement.

43. In seeking final Approval of the Settlement, Plaintiff will request that the Court enter a Final Approval Order dismissing the case with prejudice, substantially in the form attached hereto as Exhibit D. This Final Approval Order shall provide for the following:

- (a) Approving the Proposed Settlement without material alteration and directing the parties and counsel to comply with and consummate the terms of this Agreement;
- (b) Certifying the Settlement Class for settlement purposes;
- (c) Finding that Class Counsel and Plaintiff have adequately represented the Settlement Class;
- (d) Finding that the terms of this Settlement Agreement are fair, reasonable, and adequate to the class;
- (e) Providing that each non-excluded member of the Settlement Class shall be bound by the provisions of this Agreement;
- (f) Finding that the mailing of the Notice and the methodology for notice implemented by this Agreement and approved by the Court was both reasonable and the best practicable notice, and satisfies the requirements of the Federal Rules of Civil Procedure and the due process requirements under the United States Constitution;
- (g) Directing State Farm to distribute the Fund to the TPA, who will then mail checks to the Class Members in the amounts agreed to in this Settlement Agreement; and
- (h) Directing State Farm to pay any approved Class Representative payment in accordance with instructions from Class Counsel, and to pay any approved Attorneys' Fees, Costs, and Expenses award in accordance with instructions from Class Counsel; and
- (i) Dismissing all claims in the Action as to State Farm on the merits and with prejudice and entering Final Approval Order thereon with a finding that there is no just reason to delay enforcement.

44. On the Effective Date, Plaintiff and the Class Members, including their heirs, trustees, executors, administrators, principals, beneficiaries, assigns, and successors will be bound by the Final

Approval Order and conclusively deemed to have fully released, acquitted, and forever discharged the Released Claims against the Released Parties, and further agree not to institute, maintain, or assert any claims against any Released Parties on these claims.

45. Upon the entry of the Final Approval Order described above, the case will be dismissed with prejudice as to State Farm, and the Plaintiff, individually and on behalf of the Settlement Class, will release all Released Parties from any and all Released Claims.

46. Nothing contained in this Settlement Agreement shall preclude actions necessary for the enforcement of the terms of this Settlement Agreement or any Final Approval Order.

## **VI. PAYMENTS TO CLASS MEMBERS**

47. The Settlement Fund will provide for a total amount of the settlement for Settlement Class claims, including Plaintiff's class claim, is Three Million Two Hundred Seventy-Two Thousand, Nine Hundred Forty-Four and 42/100 Dollars (\$3,272,944.42). This total amount represents the entire value of the Settlement and is intended to be a common fund from which all of the costs of settlement are to be paid.

48. Each Class Member will be eligible to receive cash payments from State Farm in one of two ways: (a) Class Members in Sub-Class 1 will receive an amount equal to Twenty Percent (20%) of the Rental Car Coverage costs previously paid to them by State Farm under their Rental Car Coverage, and (b) Class Members in Sub-Class 2 will each receive Two Hundred Dollars (\$200). The payments will be reduced by the attorneys' fees, incentive payment, and administrative costs awarded by the Court.

49. The Notice described in Paragraph 37 above will include an explanation of the amounts to be paid to the Members of each Sub-Class.

50. Given the passage of time for many of the claims at issue in the case, State Farm anticipates it may be unable to locate certain Class Members, even through reasonable and diligent efforts. After reasonable and diligent efforts by the TPA and State Farm to identify current addresses for insureds, State Farm will remit the payment allocated to the insured to unclaimed funds with the State of Maryland.

51. Plaintiff may ask the Court to approve an additional payment to him from the Settlement Fund in an amount of up to Five Thousand Dollars (\$5,000) as a Class Representative fee, and Plaintiff shall be paid that amount, or any lesser amount that may be authorized by the Court as a Class Representative fee, in addition to his share of the Class claim.

52. Any payments sent to Class Members which are returned, or any funds remaining from checks that are not cashed within ninety (90) days after date of issue, shall be distributed according to the unclaimed property laws for the State of Maryland.

53. Payments to Class Members will be distributed to the TPA on or before twenty-one (21) days after the Effective Date.

## **VII. CLAIMS ADMINISTRATION**

54. Within thirty (30) days after the Preliminary Approval of this settlement, State Farm will provide the TPA with the names and addresses of the Class Members, causing the TPA to send the Notice, as attached as Exhibit C, to the Class Members.

55. To facilitate communications with Class Members regarding the terms of this Settlement Agreement, the TPA shall establish a website, which will be identified in the Notice, where information regarding the terms of the settlement, including a link to this Settlement Agreement, can be found. Further communications with potential Class Members regarding the settlement shall be handled through the TPA or Class Counsel, if required. In the event that State Farm or its counsel

receives any communications from potential Class Members regarding the settlement, those communications shall be relayed to the TPA and to Class Counsel.

56. No less than 10 days before the Final Approval Hearing, the TPA will provide an estimated cost of administration through the issuance of all checks and final notices.

57. The Class Administrator will be paid from the common fund, in an amount to be approved by the Court upon Final Approval. The Parties will seek approval of the TPA's estimated costs to be disbursed from the common fund in the Motion for Final Approval of Class Settlement and at the Final Approval Hearing.

#### **VIII. ATTORNEYS' FEES COSTS AND EXPENSES**

58. Class Counsel's attorneys' fees, costs, and expenses, if any, will be paid from the Settlement Fund, subject to the approval of the Court.

59. Class Counsel will file a motion with the Court at least thirty (30) days prior to the Final Approval Hearing requesting approval of an award of attorneys' fees, costs, and expenses payable to Class Counsel in a total amount not to exceed one quarter (25%) of the Settlement Fund. At the Final Approval Hearing, Class Counsel will ask the Court to approve an award of attorneys' fees, costs, and expenses up to this amount. State Farm understands that Class Counsel will present a basis for these fees at the Final Approval Hearing, and State Farm will not object to Class Counsel's making this presentation or seeking an award of attorneys' fees, costs, and expenses to be paid in the amount set forth above. All attorneys' fees, costs and expenses will be payable to Class Counsel within twenty-one (21) days after the Effective Date.

60. Class Counsel agrees that, prior to the Effective Date, any representation, encouragement, solicitation, or other assistance, including but not limited to referral to other counsel, to any person seeking exclusion from the Settlement Class, or any person seeking to litigate with State

Farm over any of these claims in this matter could place counsel in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and their respective firms agree not to represent, encourage, solicit, or otherwise assist in any way whatsoever, including, but not limited to referrals to other counsel, any person requesting exclusion from the Settlement Class.

#### **IX. TERMINATION, EXCLUSIONS AND OBJECTIONS**

61. State Farm shall have the right, exercisable at its sole discretion, to terminate this Settlement Agreement by delivering written Notice of such election to Class Counsel within fourteen (14) days after the occurrence of any of the following events:

(a) If the Court or any appellate court rejects, denies approval, disapproves modifies, or attempts to modify the Settlement Agreement or any portion of the Settlement Agreement, that State Farm, in its exercise of reasonable judgment believes is material, including but not limited to the terms of the relief, the provisions related to Notice, the definition of the Settlement Class, and the released claims;

(b) The Court or any appellate court does not completely and unconditionally affirm any portion of the Settlement Agreement, the Preliminary Approval Order or Final Approval Order that State Farm, in its exercise of reasonable judgment believes is material;

(c) If the number of Persons who exclude themselves from the Settlement Class equals or exceeds 3% of the class, or 724 insureds;

(d) If Plaintiff or any Class Member individually represented by Class Counsel opts out of, excludes him or herself from the settlement, or objects to the settlement or this Settlement Agreement;

(e) If any of the financial obligations specified and accepted by State Farm in this Settlement Agreement are changed or modified.

62. If any option to withdraw from and terminate the Settlement Agreement arises under the preceding paragraphs, State Farm is not required to exercise this option.

63. If the proposed Settlement Agreement shall fail for any reason other than a breach by one of the parties or if the Settlement Agreement is properly terminated by State Farm pursuant to this Settlement Agreement, then:

(a) The Settlement Agreement and the Proposed Settlement shall have no further force and effect and all proceedings that have taken place with regard to this Settlement Agreement and the Proposed Settlement shall be without prejudice to the rights of the Parties;

(b) The Settlement Agreement and all negotiations, statements, and proceedings related to them shall be without prejudice to the rights of the parties, and the parties shall be restored their respective positions existing immediately before settlement negotiations and the execution of this agreement;

(c) The Settlement Agreement and any provision of this Settlement Agreement, including any monetary terms and the fact of this Settlement Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;

(d) The Parties agree that they will not thereafter argue or raise a claim or defense, including but not limited to waiver, estoppel, or other similar theories, that the Settlement Agreement and related proceedings and filings delayed or otherwise precluded the litigation.

64. Class Members have the right to exclude themselves from the settlement and pursue a separate and independent remedy against State Farm. Any Class Member who wishes to exclude himself or herself from the Settlement Class must submit a written request for exclusion. To be effective, a request must be mailed to the TPA at the address provided in the Notice, and must be received by the TPA no later than ninety (90) days after the Motion for Preliminary Approval is



granted. The Class Member must also provide a copy to Class Counsel. The request for exclusion must include: (a) the Class Member's name and address; (b) a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class; and (c) the signature of the Class Member or, only in the case of a Class Member who is deceased, incapacitated, or a minor, the signature of the appropriate, Legally Authorized Representative of such Class Member.

65. The TPA shall log each request for exclusion that it receives and provide copies of the log and of all such requests for exclusion, to State Farm and Class Counsel as requested.

66. Any Class Member who does not request exclusion from the Settlement Class may object to the Proposed Settlement. Any Class Member who chooses to object must do so through a written notice of intent to object in the format set forth in Paragraphs 67 and 68. Any Class Member may appear at the Final Approval Hearing in person or by counsel and be heard to the extent allowed by the Court, in opposition to the fairness, reasonableness, and adequacy of the Proposed Settlement and on the application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually and by an individual Class Member, not as or on behalf of a member or group of a subclass, and, except in the case of a deceased or otherwise incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

67. To be effective, a notice of intent to object to the Proposed Settlement must be filed with the Clerk of the Court in this case not later than ninety (90) days after the order granting Preliminary Approval of the Settlement and copies must be sent to the TPA, Class Counsel and State Farm by first class mail, and must be received by the Clerk of the Court no later than ninety (90) days after the order granting Preliminary Approval of the Settlement, and must contain the following:

- (a) A heading, which includes the name of the Action and the case number;

(b) The full name, address, telephone number, and signature of the Class Member, or his/her counsel;

(c) The specific reasons why the Class Member objects to the Proposed Settlement;

(d) If the Class Member is represented by an attorney, any filing must comply with all applicable law and rules for filing pleadings and documents in the United States District Court for the District of Maryland, and must also state whether the objecting Class Member intends to appear at the Final Approval Hearing, either in person or through counsel.

68. In addition to the information set forth above, a notice of intent to object must contain the following additional information if the Class Member or his or her representative requests permission to speak at the Final Approval Hearing:

(a) A detailed statement of the specific legal and factual basis for each objection being asserted;

(b) A list of any and all witnesses whom the objecting Class Member may call at the Settlement Approval Hearing, with the address of each witness and a summary of the proposed testimony;

(c) A detailed description of any evidence, with copies of the exhibits attached, the objecting Class Member may offer at the Final Approval Hearing, and proof of membership in the Settlement Class;

69. Any Class Member who does not file a timely notice of intent to object in accordance with the above paragraphs shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the settlement.

70. Any Class Member who objects to the Proposed Settlement understands that such objections may be overruled in whole or in part, and these Class Members understand that if their objections to the Settlement Agreement are overruled, they will forever be bound by the judgment of the Court.

71. Class Members can avoid being bound by the judgment of the Court by complying with the exclusion provisions as set out in Paragraph 64 above.

## **X. OTHER PROVISIONS**

72. State Farm has indicated its intent to vigorously contest class certification in the Action. State Farm maintains that contested class certification is not appropriate and that many class members would be unable to prove their claims. State Farm, nonetheless, has concluded that it is in its best interest that the case be settled on the terms and conditions as set forth in this Settlement Agreement. State Farm reached this conclusion after considering the expense that would be necessary to defend the case through trial and through any appeals that might be taken, as well as substantial benefits of reaching a final resolution of the case. As a result, State Farm enters into this Settlement Agreement without in any way admitting, conceding or acknowledging any fault, liability, or wrongdoing. Nothing in this Settlement Agreement nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it shall be construed as an admission or concession by State Farm as to the truth of any of the allegations in the case, or of any liability, fault, or wrongdoing of any kind on the part of State Farm. This Settlement Agreement shall not be offered or received in evidence in any Action or proceeding in any court, administrative panel, or proceeding or other tribunal as any admission or concession of liability or wrongdoing of any nature on State Farm's part.

73. State Farm, Class Counsel, and the TPA shall retain any and all individual Notices and correspondence related thereto for a period of three (3) years after the Effective Date. Nothing in this

Settlement Agreement shall be construed to require Class Counsel, State Farm, or the TPA to retain records beyond their respective discretionary record retention policies.

74. The Effective Date of the Final Settlement shall be the first date on which all the following statements are true:

- (a) All parties have executed this Settlement Agreement;
- (b) No party has terminated this Settlement Agreement;
- (c) The Court has preliminarily approved the Settlement Agreement and Class Settlement;
- (d) The Court has entered a Final Approval Order substantially in the form of Exhibit D approving this Settlement Agreement and the Class Settlement without material alteration, and dismissing the Action with prejudice;
- (e) One of the following has occurred: (i) The time to appeal from the Final Approval Order has expired without the filing of any appeal of any terms of or any Court rulings pertaining to terms of the Final Settlement, the Settlement Agreement, or the request for attorney's fees, or (ii) any such appeal has been dismissed or grounds for such appeal overruled by final appellate ruling, and the passage of time and/or decision of an appellate court has made further appellate review unavailable.

75. The parties hereto and their undersigned counsel agree to use their best efforts to cooperate with each other to effectuate this Settlement Agreement and the terms of the Final Approval, including any and all steps to be taken and efforts contemplated by this Settlement Agreement and other reasonable steps and efforts which may be necessary by Order of the Court or otherwise.

76. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Settlement Agreement on behalf of their respective clients.

77. Except as otherwise provided, this Settlement Agreement contains the entire agreement of the parties hereto and supersedes any prior agreements or understandings between them. Any and all terms of this Settlement Agreement are contractual and are not mere recitals and shall be construed as to have been drafted by all parties to this agreement.

78. The terms of this Settlement Agreement are and shall be binding upon each of the parties hereto, upon each of their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the parties hereto, including the Class Members.

79. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all parties. Amendments and modifications may be made without official Notice to potential Class Members, unless such Notice is required by the Court.

80. This Settlement Agreement shall be subject to, governed by, construed of, and enforced pursuant to the laws of Maryland. The Parties agree that the United States District Court for the District of Maryland shall retain jurisdiction in this matter for purposes of enforcing the terms of this Agreement.

81. The Exhibits to this Settlement Agreement are integral parts of the settlement and are hereby incorporated and made parts of this Settlement Agreement.

82. The Settlement Agreement may be executed in counterparts, each of which shall constitute an original.

Agreed to on the date indicated below.

On behalf of Plaintiff and the Settlement Class:

Dated: 5/13/21



Thomas J. Minton  
Goldman and Minton PC  
3600 Clipper Mill Rd, Suite 201  
Baltimore, MD 21211

David E. Tompkins  
Lewis and Tompkins PC  
836 Bonifant Street  
Silver Spring, MD 20910

On behalf of State Farm:

Dated: 5/14/21



Daniel F. Diffley  
ALSTON & BIRD LLP  
1201 West Peachtree Street  
Atlanta, GA 30309-3424