

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<hr/> KAYLA STOCKDALE	:	CIVIL ACTION NO. 2:19-cv-845
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ALLSTATE FIRE AND CASUALTY	:	
INSURANCE COMPANY	:	
	:	
Defendant.	:	
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**MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND AUTHORIZATION TO SEND NOTICE TO THE CLASS AND SET THE DATE
FOR A FINAL APPROVAL HEARING**

Undersigned class action counsel move for preliminary approval of the class action settlement agreement they have entered into with Defendant Allstate Fire and Casualty Insurance Company and move for authority to send notice of this settlement to the putative Class and to set the date for a final approval hearing. The legal memorandum accompanying this motion sets forth the grounds for this motion in more detail.

Dated: June 2, 2021

Respectfully submitted,

/s/ Jonathan Shub

Jonathan Shub

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Plaintiff,	:	
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ALLSTATE FIRE AND CASUALTY	:	
INSURANCE COMPANY,	:	
	:	
Defendant.	:	
	:	

**MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF
THE PROPOSED CLASS ACTION SETTLEMENT**

A. Introduction and Procedural History

This class action lawsuit has been arduous, and hard-fought. The undersigned counsel are proud to seek preliminary approval of a class action settlement. To be sure, this is a unique case, coming on the heels of the Pennsylvania Supreme Court’s decision in *Gallagher v. GEICO Indemnity Company*, 201 A.3d 131 (Pa. 2019).

Plaintiff filed suit in January 2019. Allstate moved to dismiss Stockdale's claim on March 28, 2019. In that motion, Allstate argued, *inter alia*, that *Gallagher v. GEICO Indemnity Company*, 201 A.3d 131 (Pa. 2019), which had found the “household exclusion” in the Gallagher plaintiff's auto insurance policy unlawful, did not apply to this case because the underlying events had occurred prior to *Gallagher's* issuance on January 23, 2019. On June 17, 2019, the Court denied Defendant's motion to dismiss in part. *Stockdale v. Allstate Fire & Cas. Ins. Co.*, 390 F. Supp. 3d 603, 613 (E.D. Pa. 2019). The Court found that *Gallagher* had announced a new rule of law but nevertheless applied retroactively under the circumstances presented here. *Id.*

Shortly thereafter, Plaintiff sought an order on her individual claim "(a) declaring that the household exclusion contained in the Sanders Policy is void and unenforceable as violative of the Motor Vehicle Financial Responsibility Law ("MVFRL"); and (b) declaring that the plaintiff, Kayla Stockdale, is entitled to recover \$300,000 in underinsured motorist benefits from the Allstate Fire and Casualty Insurance Company, under the policy of insurance issued to her parents, Mark Sanders and Jacqueline Sanders, in connection with injuries sustained in the June 10, 2017 motor vehicle accident." (ECF No. 33, pp. 10-11). On February 27, 2020, this Court entered an Order (ECF No. 38) granting plaintiff Stockdale's Motion for Partial Summary Judgment on her claim for declaratory relief on her individual claim, concluding Plaintiff's parents' policy was unenforceable under the Pennsylvania Supreme Court's ruling in *Gallagher v. GEICO Indemnity Company*, 201 A.3d 131 (Pa. 2019). Also, on February 27, 2020, this Court entered a Memorandum Opinion (ECF No. 37, the "Opinion") explaining the bases for its Order. The Order provided in relevant part as follows:

Plaintiff is entitled, in connection with the injuries sustained in the June 10, 2017 motor vehicle accident, to recover \$300,000 in stacked underinsured motorist coverage available under the policy of insurance issued by Defendant, [Allstate] Fire and Casualty Insurance Company to Mark Sanders and Jacqueline Sanders.

(ECF No. 38). In its Opinion, the Court held that the "household exclusion" was unenforceable pursuant to *Gallagher* and found that "Stockdale has succeeded on her individual claim." (ECF No. 37, p. 11 n. 13). Accordingly, although the Court's Order disposed of plaintiff's individual claim seeking declaratory relief, plaintiff's putative class claims remained pending.¹ Defendant

¹ Allstate's exclusionary provision provides that Allstate, "will not pay any damages an insured person is legally entitled to recover because of...bodily injury to you or a resident relative while in, on, getting into or out of or when struck by a motor vehicle owned or leased by you or a resident relative which is not insured for Underinsured Motorist Coverage under this policy."

then filed a motion for interlocutory appeal under Fed. R. Civ. P. 54(b). The Court denied the motion on April 8, 2020. (ECF No. 45.)

Shortly thereafter, the parties commenced intense settlement discussions that culminated in the Settlement Agreement, a copy of which is attached to the Declaration of Jonathan Shub (“Shub Decl.”) as Exhibit 1.

Class counsel now file this motion for preliminary approval, seeking to certify for settlement purposes a class of all Persons who submitted UM or UIM claims to any of the Allstate Companies which claims were denied after January 23, 2015 by reason of the “household exclusion” in the Allstate Policy under which claim had been made. Class Members include all such Persons where: (a) the named insured had not waived inter-policy stacking; (b) a claim was made for recovery of UM or UIM coverage under the policy; and (c) the claim for recovery of UM or UIM coverage was denied by any of the Allstate Companies by reason of the household exclusion after January 23, 2015.²

B. Settlement Benefits

Allstate has agreed to pay UM and UIM coverage benefits up to a total of \$3,225,000.00, collectively, to members of the Settlement Class who do not opt out and whose claims are timely submitted and qualify for payment.³ The payment to any individual Class Member will not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

² Excluded from the Class are: (a) Persons whose claims were asserted after January 23, 2019 by individual insureds, through their own counsel; (b) Persons who opt-out of the Settlement; and (c) persons employed by Allstate or any parent, subsidiary or affiliate.

³ In addition, the Parties have agreed that the publicity generated by the Stockdale Action – which was filed hours after the Pennsylvania Supreme Court issued its decision in *Gallagher* may have resulted, in part, in the assertion of 34 additional claims brought by individual insureds through their own counsel after the Stockdale Action was filed, with a total policy limits exposure of \$2,915,000.00. While these claims are not included in this Settlement, they do represent a benefit to policy holders.

The proposed settlement contemplates two distinct notices to Class Members. The first is the standard class action notice (Exhibit 1A to Shub Decl.) that advises Class Members of the proposed settlement, their right to opt out or object, the date for the final approval of the proposed settlement, and other relevant information. If the class member does not opt out of the settlement, the Class Member will receive a Settlement Claim Form Notice and Claim Form (Exhibits 1B and 1C to the Shub Decl.) that provides explanatory information about the claim evaluation process that Allstate will undertake. Class Members will be asked to submit specific information regarding the motor vehicle accident and the injuries sustained in it for evaluation by Allstate and the possible payment of UM or UIM monies. If a Class Member does not agree with Allstate's evaluation or the amount of money that Allstate offers to pay the Class Member, the claim will be assigned to a Special Master appointed by the Court to render a final determination.⁴

C. The Standards for Preliminary Approval

While the exact process a district court should follow when presented with a settlement class is not prescribed by Rule 23, under Third Circuit law, the court must determine that the settlement class meets the requirements for class certification under Rule 23(a) and (b), and must also separately determine that the settlement is fair to that class under Rule 23(e). *In re Nat'l Football League Players Concussion Injury Litig.*, 775 F.3d 570, 581 (3d Cir. 2014); *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 778 (3d Cir. 1995) (providing that settlement class status “should not be sustained unless the record establishes, by findings of the district judge, that the []requisites of [] Rule [23(a) and (b)] are satisfied”).

⁴ The parties are asking the Court to appoint Harris Bock, Esquire of the Dispute Resolution Institute of Philadelphia, Pennsylvania as the Special Master. An order appointing him, pursuant to Fed. R. Civ. P. 53, is attached to the Shub Declaration as Ex. 1E.

The Federal Judicial Center's Manual for Complex Litigation (Fourth) explains that “review of a proposed class action settlement generally involves two hearings.” *In re Nat'l Football League*, 775 F.3d at 581 (quoting *Manual for Complex Litigation* § 21.632 (4th ed. 2004)). In the first hearing, or “preliminary fairness review,” counsel submit the proposed terms of the settlement to the court, and the court makes a “preliminary fairness evaluation.” *Id.* (quoting *Manual for Complex Litigation* § 21.632). If the proposed settlement is preliminarily acceptable, the court then directs that notice be provided to all class members who would be bound by the proposed settlement to afford them an opportunity to be heard, opt out of the class, or object to the settlement. See Fed. R. Civ. P. 23(c)(3), (e)(1), (e)(5); *Manual for Complex Litigation* § 21.633.

Here, all Class Members will receive notice of the settlement and will have the right to opt out. Those Class Members who do not opt out will receive a second notice enclosing a claim form and authorization so that their claims can be evaluated. After that process is completed, the court will proceed with the second hearing, the formal “fairness hearing” as required by Rule 23(e)(2). *Manual for Complex Litigation* § 21.633. If the court ultimately concludes that the settlement is “fair, reasonable, and adequate,” the settlement is given final approval. Fed. R. Civ. P. 23(e)(2).

In deciding whether to grant preliminary approval, the court makes a preliminary fairness finding. *In re Nat'l Football League Players Concussion Injury Litig.*, 775 at 581:

In the preliminary approval phase, we are tasked only with determining whether “the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorney, and whether it appears to fall within the range of possible approval.” *In re Nat'l Football League Players' Concussion Injury Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014).

Myers v. Jani-King of Philadelphia, Inc., No. CV 09-1738, 2019 WL 2077719, at *3 (E.D. Pa. May 10, 2019). In conducting this review, courts are cognizant that “there is an overriding public interest in settling class action litigation, and it is to be encouraged by the courts, particularly in complex settings that will consume substantial judicial resources and have the potential to linger for years.” *In re PNC Fin. Servs. Group Inc. Sec. Lit.*, 440 F.Supp.2d 421, 429 (W.D. Pa. 2006).

Pursuant to the 2018 amendments to Rule 23, the decision to preliminarily approve the settlement and direct notice to the class tasks the Court with determining whether it "likely will be able" to give final approval to the settlement. Fed. R. Civ. P. 23(e)(1)(B). Final approval under Fed. R. Civ. P. 23(e)(2) in turn requires finding the settlement to be "fair, reasonable and adequate" upon consideration of a variety of factors. The issue for preliminary approval, therefore, is whether the Court can determine that it is likely to find the settlement to be fair, reasonable and adequate, when it considers these Rule 23(e)(2) factors:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment;
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

During the preliminary fairness evaluation, a court must also make a *preliminary* determination on class action certification for the purpose of issuing a notice of settlement. *In re Nat'l Football League*, 775 F.3d at 586. Although the court will undertake a “rigorous analysis” as to whether class certification is appropriate at the later fairness hearing, compliance with Rule 23(a) and (b) must still be analyzed at this juncture. *Id.* at 582-83.

Under Rule 23(a), Plaintiffs must demonstrate that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a). Finally, Rule 23(b)(3), under which Plaintiff seeks class certification, requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

Additionally, in addition to the Rule 23(a) and (b)(3) requirements, the Third Circuit imposes another requirement, ascertainability of the class, that must be assessed during the Court's preliminary determination on class certification. *Carrera v. Bayer Corp.*, 727 F.3d 300, 306-307 (3d Cir. 2013) (*citing Marcus v. BMW of North America, LLC*, 687 F.3d, 583, 592-93 (3d Cir. 2013)).

D. All of the Factors Favor the Grant of Preliminary Approval

All of these factors favor granting preliminary approval. Class counsel have vigorously protected the class members' interests. Class counsel's work on behalf of the class has been dedicated and unsparing.

As to whether the settlement was negotiated at arms' length, the settlement negotiations were conducted with experienced counsel on both sides. Negotiations were hard fought stretching over the course of approximately one year.

The third factor is the adequacy of the benefit to the class. Here, Allstate has agreed to pay UM and UIM coverage benefits up to a total of \$3,225,000.00, collectively, to members of the Settlement Class who do not opt out and whose claims are timely submitted and qualify for payment. The payment to any individual Class Member will not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

The next consideration is "the effectiveness of any proposed method of distributing relief to the class." Defendant's records contain contact information for 48 Class Members. *See Declaration of Steven Weisbrot, President and Chief Innovation Officer at the Angeion Group, LLC*, the class action notice and claims administration firm selected for this matter ("Angeion") (Angeion Declaration). As part of the Notice Program, Angeion will send direct notice via the United States Postal Service ("USPS") first-class mail, postage prepaid, and by email where available. The Notice will first consist of the long form notice to the Class Members. If the Class Member does not opt out, he or she will receive a second notice and claim form, along with an authorization to release records.

The proposed Notice Program will also implement the creation of a case-specific website, where Class Members can easily view general information about this case, review relevant case documents, and view important dates and deadlines pertinent to the case. The website will be designed to be user-friendly and make it easy for Class Members to find information about the case. The website will also have a "Contact Us" page whereby Class Members can send an email

with any additional questions to a dedicated email address. Likewise, Class Members will be able to file a claim directly on the website.

A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of the rights and options pursuant to the terms of the case. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

Finally, within ten days of the filing of the Class Action Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

There are no side agreements between the parties and the settlement treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(C)(iv), (D).

E. The Class Should be Preliminarily Certified

Under Rule 23(a), Plaintiffs must demonstrate that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a).

Rule 23(b)(3), under which Plaintiff seeks class certification, requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

Lastly, in addition to the Rule 23(a) and (b)(3) requirements, the Third Circuit imposes another requirement, ascertainability of the class, that must be assessed during the Court's preliminary determination on class certification. *Carrera v. Bayer Corp.*, 727 F.3d 300, 306-307 (3d Cir. 2013) (citing *Marcus v. BMW of North America, LLC*, 687 F.3d, 583, 592-93 (3d Cir. 2013)).

1. Rule 23(a) Factors

Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). No minimum number of plaintiffs is required to maintain a suit as a class action, but generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds forty, the numerosity prong has been met. *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001).

Numerosity is easily satisfied here as Allstate's records show that there are forty-eight Class Members, rendering joinder of all members highly impracticable.

Rule 23(a)(2) requires a showing of the existence of “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). This commonality element requires that the plaintiffs “share at least one question of fact or law with the grievances of the prospective class.” *Rodriguez v. Nat'l City Bank*, 726 F.3d 372, 382 (3d Cir. 2013). To satisfy the commonality requirement, class claims “must depend upon a common contention ... of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). Commonality exists in this case because all of the settlement Class Members' claims stem from a common course of conduct.

Rule 23(a)(3) requires that the class representatives' claims be “typical” of the claims of the class. Fed. R. Civ. P. 23(a)(3). The typicality inquiry is “intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented.” *Baby Neal v. Casey*, 43 F.3d 48, 57 (3d Cir. 1994). Where claims of the representative plaintiffs arise from the same alleged wrongful conduct on the part of the defendant, the typicality prong is satisfied. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 532 (3d Cir. 2004). The typicality threshold is low. *Seidman v. American Mobile Sys., Inc.*, 157 F.R.D. 354, 360 (E.D. Pa. 1994). The typicality element is satisfied because Stockdale’s claims are identical to those of the settlement Class. She alleges the same type of breach of contract arising out of the same conduct to which the other settlement Class members were exposed.

Finally, Rule 23(a)(4) requires representative parties to “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). This requirement “serves to uncover conflicts of interest between the named parties and the class they seek to represent.” *Amchem v. Windsor*, 521 U.S. 591, 625 (1997). The Third Circuit applies a two-prong test to assess the adequacy of the proposed class representatives. First, the court must inquire into the “qualifications of counsel to represent the class,” and second, it must assess whether there are “conflicts of interest between named parties and the class they seek to represent.” *In re Prudential Ins. Co. of Am. Sales Practice Litig.*, 148 F.3d 283, 312 (3d Cir. 1998) (internal quotation marks omitted). Plaintiff’s counsel – Jonathan Shub, Esq. of Shub Law Firm LLC; James Haggerty, Esq. of Haggerty, Goldberg, Schleifer & Kupersmith, P.C.; and Scott Cooper of Schmidt Kramer, P.C. – have successfully handled multiple class actions and other complex litigation around the country. The Court concludes that Plaintiff’s counsel is well qualified to represent the Class.

Lastly, Plaintiff's interests are coextensive with, and not antagonistic to, the interests of the settlement Class because she and the absent Class members have an equal interest in the relief offered by the Settlement Agreement, and there is no divergence between Plaintiff's interests and those of the other Class members. Both Plaintiff's and the other Class Members' claims arise from the same conduct and they all seek remedies equally applicable and beneficial to them all. Plaintiff and the members of the proposed Class all seek similar relief. The Court concludes that there are no conflicts of interest between the Plaintiff and the Class such that the adequacy of representation requirement is met. In sum, Plaintiff has demonstrated compliance with each of the Rule 23(a) prerequisites for class certification.

2. Rule 23(b)(3) Factors

In addition to satisfying each of the prerequisites in Rule 23(a), a class representative must show that the action falls into at least one of the three categories provided in Rule 23(b). Plaintiffs bring this action under Rule 23(b)(3). Under Federal Rule of Civil Procedure 23(b)(3), a class action may be maintained if: (1) common questions of law or fact predominate over questions affecting only individual members; and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The predominance inquiry “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 624. Further, it assesses whether a class action “would achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated.” Fed. R. Civ. P. 23(b)(3), Advisory Committee's Note to 1966 Amendment.

The superiority requirement “asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Warfarin*, 391 F.3d at 533-34 (citation and internal quotation marks

omitted). When assessing superiority and “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, ... for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620. Fed. R. Civ. P. 23(b)(3) lists four factors a court must consider when determining whether the proposed class action is superior to other alternatives: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Plaintiff satisfies the predominance requirement because liability questions common to the settlement Class substantially outweigh any possible individual issues. Plaintiff's claims and those of the Class are based on the same legal theories and same uniform conduct: all of the Class Member's claims turn on whether Defendant denied their UM or UIM claim in contravention of the new rule of law announced in *Gallagher*.

Ultimately, common questions predominate in this litigation and resolution of the claims via class action is superior to individual lawsuits. Thus, the class action meets the predominance and superiority requirements of Rule 23(b)(3).

2. Ascertainability

In addition to the Rule 23(a) and (b)(3) requirements, the Third Circuit imposes another requirement under Rule 23: ascertainability. *Byrd v. Aaron's Inc.*, 784 F.3d 154, 163 (3d Cir. 2015). In *Byrd*, the Third Circuit explained that “[t]he ascertainability inquiry is two-fold, requiring a plaintiff to show that: (1) the class is defined with reference to objective criteria, and (2) there is a reliable and administratively feasible mechanism for determining whether putative

class members fall within the class definition.” *Id.* (internal quotation marks and citation omitted). Ascertainability is satisfied by the putative Class as Allstate’s records identify all Class Members.

I. THE COURT SHOULD SET SETTLEMENT DEADLINES AND SCHEDULE A FAIRNESS HEARING

If it preliminarily approves the proposed Settlement, the Court should also set a final approval hearing date, dates for mailing the Notices, and deadlines for objecting to the Settlement and filing papers in support of the Settlement. Plaintiffs propose the following schedule, which the Parties believe will provide ample time and opportunity for Settlement Class Members to decide whether to request exclusion or object. The schedule provided in the proposed Preliminary Approval order is driven by the date on which preliminary approval of the Settlement is granted and the date selected for the final approval hearing. Specifically, it provides the following:

Event	Proposed Date
Class Notice Disseminated	Date of Preliminary Approval + 40 days
Opt-Out Deadline	Date of Preliminary Approval + 95 days
Claims Period begins	Date of Preliminary Approval + 105 days
Motion for Attorneys’ Fees and Expenses Application filed	Date of Preliminary Approval + 180 days
Motion for Final Approval filed	Date of Preliminary Approval + 180 days
Objection Deadline	Date of Preliminary Approval + 275 days
Fairness Hearing	Date of Preliminary Approval + 320 days

Plaintiffs request that the Court promptly enter the proposed Preliminary Approval Order and schedule the Final Approval Hearing a date and time convenient to the Court.

F. Conclusion

For the above reasons, the Court is requested to grant this motion for preliminary approval, direct notice to the class, and set the date for the Final Fairness Hearing.

Dated: June 2, 2021

Respectfully submitted,

/s/ Jonathan Shub

Jonathan Shub

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CERTIFICATE OF SERVICE

The foregoing was served upon all counsel of record on June 2, 2021 through the Court's ECF system.

/s/ Jonathan Shub
Jonathan Shub, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE,	:	CIVIL ACTION NO. 2:19-cv-845
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ALLSTATE FIRE AND CASUALTY	:	
INSURANCE COMPANY,	:	
	:	
Defendant.	:	
	:	

ORDER

AND NOW, this ____ day of ____, 2021, upon consideration of the motion by class counsel Shub Law Firm LLC; Haggerty, Goldberg, Schleifer, & Kupersmith, P.C.; and Schmidt Kramer, P.C. for preliminary approval of the proposed class action settlement agreement, it is hereby ORDERED that said motion is GRANTED as follows:

1. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement and finds that it falls within the range of reasonableness meriting possible final approval.
2. The Court therefore preliminarily approves the Settlement on the terms set forth in the Agreement, subject to further consideration at the Final Approval Hearing.
3. The Court hereby appoints Angeion Group as the Claims Administrator. It shall provide notice to the Class and administer the claims process as set forth in the Settlement Agreement. Consistent with the Settlement Agreement, the responsibilities of the Claims Administrator will include: (a) updating addresses for class members and seeking new addresses for class members whose notices are returned as undeliverable; (b) disseminating the notice to the Class by U.S. mail and email; (c) maintaining a website to enable Class Members to

access relevant documents, including the Notices and claim form; (d) responding to inquiries by class members; and (e) verifying the validity and timeliness of claims. Pursuant to the Settlement Agreement, the cost of the Claims Administrator's services shall be paid by Defendant.

4. The Court approves the form, substance, and requirements of the Notice and Claim Form Notice (collectively, the "Settlement Notices"), attached as Exhibits A and B to the Settlement Agreement.

5. The Settlement Notices clearly explain Class Members' rights, including the nature of the action, the Class definition, how to submit a claim, Settlement Class Members' right to make an appearance with an attorney, Class Members' right to object to the Settlement, the scope of the release, and the binding effect of a final judgment. See Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

6. The Settlement Notices also explain that Class Counsel may request up to \$750,000 for attorneys' fees, expenses. The Court reserves decision on the contemplated requests until after the Fairness Hearing.

7. The Settlement Notices will be transmitted to Settlement Class members by both first-class mail and email. The Settlement Notices will also be available on a case-specific settlement website.

9. The Court finds that disseminating the Settlement Notices as approved by this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, is reasonable, and constitutes the best notice practicable under the circumstances.

10. Within forty (40) days from the date of this Order, the Settlement Notices shall be mailed and disseminated substantially in the forms attached to the Settlement Agreement and in accordance with the notice plan set forth in the Agreement.

11. Within three hundred thirty-one (331) days from the date of this Order, Plaintiffs shall file a Motion for Final Approval of the Settlement and Entry of Final Judgment and their application(s) for an award of attorney's fees and expenses.

12. The deadline for Class members to submit claims and to object to the Settlement, the Petition for an Award of Attorneys' Fees and Litigation Expenses, and the request for a Service Award shall be no later than two hundred thirty-five (235) days from the date of publication of the Notice to class members. Objections must be made in writing in accordance with the instructions set forth in the Settlement Notices.

13. The Claims Administrator's Affidavit of Compliance with Notice requirements shall be filed no later than twenty-one (21) days prior to the Final Approval Hearing.

14. At least thirty (30) days prior to the Final Approval Hearing, the Claims Administrator shall file with the Court proof of their compliance with the provisions of the Class Action Fairness Act requiring that each settling defendant serve upon the appropriate state and federal officials notice of a proposed settlement. 28 U.S.C. § 1715(b).

15. Any replies in support of the Motions for Final Approval, Attorneys' Fees and Litigation Expenses, and Plaintiff's Service Award shall be filed no later than seven (7) days prior to the Final Approval Hearing.

16. The Court will hold a hearing on _____ at ____ (at least 320 days after the date of this Order) at the United States District Court for the Eastern District of

Pennsylvania, Courtroom 10-A (the “Final Approval Hearing” or “Fairness Hearing”) for the following purposes:

- a) to finally determine whether the Proposed Class Action Settlement is fair, reasonable and adequate and should be granted Final Approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;
- b) to determine whether a Final Judgment should be entered dismissing the claims of the Class against Defendants with prejudice, as required by the Settlement Agreement;
- c) to consider Class Counsel’s Petition for Award of Attorneys’ Fees and Litigation Expenses;
- d) to consider the Petition for a Service Award to Plaintiff;
- e) to consider any objections; and
- f) to consider such other matters as the Court may deem appropriate.

17. The Court shall retain continuing jurisdiction over the Action to consider all further matters arising out of or connected to the Settlement, as well as the administration thereof.

Dated: _____, 2021

By the Court:

WENDY BEETLESTONE, J.

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

Case No. 1:20-cv-09293-PAE

**DECLARATION OF JONATHAN
SHUB IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Pursuant to 28 U.S.C. § 1746, I, Jonathan Shub, declare as follows:

1. I am the founding partner at Shub Law Firm LLC, which, along with Schmidt Kramer, P.C. and Haggerty, Goldberg, Schleifer & Kupersmith, P.C. (collectively, "Class Counsel"), is counsel for Plaintiff Kayla Stockdale ("Plaintiff")¹ in the above-captioned action. I am a member in good standing of the state bars of New York, New Jersey, California, Pennsylvania, and the District of Columbia, as well as the bars of numerous federal courts, including, but not limited to, the U.S. District Courts for the Southern and Eastern Districts of New York; the Northern and Central Districts of California; the Eastern and Middle Districts of Pennsylvania; the Eastern District of Michigan; the District of New Jersey; and, the Northern District of Illinois. I am also a member of the federal bars of the U.S. Courts of Appeals for the Seventh, Third, and Ninth Circuits.

2. I respectfully submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Settlement. Included with this Declaration are the following exhibits:

¹ Capitalized terms shall have the meaning ascribed to them in the Class Settlement Agreement, attached hereto as Exhibit 1.

Exhibit 1: Settlement Agreement

Exhibit 1A: Standard Class Action Notice (1st Notice)

Exhibit 1B: Settlement Claim Form Notice (2nd Notice)

Exhibit 1C: Class Action Settlement Claim Form

Exhibit 1D: Authorization for Release of Information

**Exhibit 1E: [Proposed] Order Appointing Harris Bock, Esq. as
Special Master**

Exhibit 2A: Shub Law Firm Resume

Exhibit 2B: Scott B. Cooper Resume

Exhibit 2C: James C. Haggerty Resume

3. The facts set forth in this declaration are based on my personal knowledge, and I would competently testify to them if called upon to do so.

4. After a preliminary investigation, Plaintiff Kayla Stockdale filed her initial Complaint in January 2019. Plaintiff alleged that the “household exclusion” within her auto insurance policy was unlawful and violative of the Motor Vehicle Financial Responsibility Law (“MVFRL”), per the Pennsylvania Supreme Court’s ruling in *Gallagher v. GEICO Indemnity Company*, 201 A.3d 131 (Pa. 2019). On March 28, 2019, Defendant filed a motion to dismiss all causes of action brought by Plaintiff Stockdale; the Court denied this motion to dismiss in part.

5. Plaintiff then moved for Partial Summary Judgment, seeking an order that the household exclusion was violative as described above and that she was entitled to recover \$300,000 in underinsured motorist benefits from the Allstate Fire and Casualty Insurance Company, under the policy of insurance issued to her parents, Mark Sanders and Jacqueline

Sanders, in connection with injuries sustained in a June 10, 2017 motor vehicle accident. The Court, in a February 27, 2020 order, granted this Motion for Partial Summary Judgment, finding that the “household exclusion” was unenforceable and that “Stockdale has succeeded on her individual claim.” (ECF No. 37, p. 11 n. 13).

6. Though Stockdale’s individual claim was disposed, the putative class claims remained pending after the issuance of this order. Allstate moved for an interlocutory appeal under Fed. R. Civ. P. 54(b); this was denied on April 8, 2020 (ECF No. 45.)

7. Shortly after the denial of Allstate’s Motion for Interlocutory Appeal, the Parties began discussing the potential for class resolution, culminating in the Settlement Agreement signed and attached to this Declaration as Exhibit 1.

8. As discussed in Plaintiff’s Memorandum of Law in Support of Preliminary Approval, the proposed Settlement is procedurally and substantively fair, adequate, and reasonable.

9. Before entering into the Settlement Agreement, Class Counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims, potential claims, and potential defenses asserted in the Action.

10. The Parties have a thorough understanding of this case and are well positioned to evaluate the merits of the Action.. Plaintiffs and proposed Class Counsel recognize, however, the costs and risks involved, including the expense and length of continued proceedings necessary to prosecute the claims through trial and any appeals and the uncertainty of the ultimate outcome of the case.

11. In light of all of the foregoing, Class Counsel believe the Settlement confers

substantial benefits upon the Settlement Class Members. Class Counsel have evaluated the Settlement and determined it is fair, reasonable, and adequate to resolve Plaintiffs' grievances and is in the best interest of the Settlement Class.

12. Throughout the course of investigation, pleadings, discovery, mediation, and filing of the Settlement Agreement with the Court, Class Counsel have devoted significant time and resources to the investigation, development, and resolution of this Action.

13. Plaintiff Stockdale performed an important and valuable service for the benefit of the Settlement Class. She met, conferred, and corresponded with Class Counsel as needed for the efficient process of the litigation.

14. Plaintiff Stockdale has participated in numerous interviews by Class Counsel, provided personal information concerning the litigation, and remained intimately involved in the litigation processes.

15. Plaintiff Stockdale actively participated in discussions with Class Counsel related to the Settlement.

16. Class Counsel has substantial experience with consumer class actions in general and with consumer fraud and false advertising, specifically, and they have substantial experience negotiating class settlements.

17. Shub Law Firm LLC, Schmidt Kramer P.C., and Haggerty, Goldberg, Schleifer and Kupersmith, P.C. have been appointed as class counsel for the prosecution of numerous class actions including but not limited to:

- a. *Taha v. Cty. of Bucks*, 862 F.3d 292 (3d Cir. 2017);
- b. *Silvis v. Ambit Energy L.P.*, 674 F App'x 164 (3d Cir. 2017);
- c. *Hamlen v. Gateway Energy Servs. Corp.*, No. 16 CV 3526 (VB), 2017 WL 892399 (S.D.N.Y. Mar. 6, 2017); and

d. *Magee-Cosner, et al. v. Nationwide Mutual Insurance Company*, No. 2004-CV-4282 (Pa.Com.Pl.)

18. Attached hereto as Exhibit 2A is Shub Law Firm LLC's firm résumé.

19. Attached hereto as Exhibit 2B is Scott B. Cooper, of Schmidt Kramer P.C.'s resume.

20. Attached hereto as Exhibit 2C is James C. Haggerty, of Haggerty Goldberg Schleifer & Kupersmith, P.C.'s resume.

21. Apart from the Settlement Agreement, there are no additional agreements between the Parties or with others made in connection with the Settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 2, 2021 at Haddonfield, New Jersey.

/s/ Jonathan Shub

Jonathan Shub

Exhibit 1

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE, individually and on behalf of all others similarly situated,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

No. 2:19-CV-00845-WB

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Kayla Stockdale, acting individually and on behalf of the Settlement Class (“Plaintiff”) as defined herein, and Defendant Allstate Fire and Casualty Insurance Company (“Defendant” or “Allstate”) enter into this Settlement Agreement (“Agreement”) as of this May 20, 2021. Plaintiff and Allstate are collectively referred to herein as the “Parties” and each, individually, as a “Party.” Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 Plaintiff Kayla Stockdale filed a class action complaint (“Action” or the “Stockdale Action”) against Allstate on January 23, 2019 in the Court of Common Pleas of Philadelphia County Docket No. 190102151.

1.2 Defendant filed a notice of removal to the United States District Court for the Eastern District of Pennsylvania on February 27, 2019.

1.3 On March 28, 2019, Defendant Allstate filed a Motion to Dismiss Plaintiff's complaint.

1.4 On April 18, 2019, Plaintiff filed an Answer to the Motion to Dismiss.

1.5 On June 18, 2019, this Honorable Court granted in part and denied in part Defendant's Motion to Dismiss.

1.6 On July 2, 2019, Allstate filed an answer and affirmative defenses to Plaintiff's complaint.

1.7 Discovery ensued, during which the Parties propounded and responded to written discovery, and documents were produced and reviewed by the Parties.

1.8 On December 6, 2019, Defendant filed a Motion for Summary Judgment

1.9 On December 23, 2019, Plaintiff filed an Answer to Defendant's Motion for Summary Judgment

1.10 On December 30, 2019, Plaintiff filed a Motion for Partial Summary Judgment.

1.11 On January 21, 2020, Defendant filed an Answer to Plaintiff's Motion for Partial Summary Judgment.

1.12 On February 27, 2020 this Honorable Court granted Plaintiff's Motion for Partial Summary Judgment and denied Defendant's Motion for Summary Judgment.

1.13 On April 8, 2020, this Honorable Court denied Defendant's Motion to Certify the Court's summary judgment ruling for interlocutory appeal under Fed. R. Civ. P. 54(b).

1.14 Since then, the Parties engaged in extensive arm's-length settlement negotiations, including discovery concerning the Allstate Companies' use of the household

exclusion in Pennsylvania motor vehicle insurance policies offering uninsured and underinsured motorist (“UM/UIM”) coverage during the relevant time period. The Parties have identified 48 Class Members whose claims may qualify for the payment of Settlement Benefits if they do not opt out of the Settlement, timely file Claim Forms and comply with the other procedures set forth in this Agreement. The Parties have reached an agreement on the procedures for implementing the settlement, as set forth herein, subject to the approval of this Court.

1.15 In addition, the Parties have agreed that the publicity generated by the Stockdale Action – which was filed hours after the Pennsylvania Supreme Court issued its decision in *Gallagher v. GEICO Indemnity Company*, 201 A.3d 131 (Pa. 2019) – may have resulted, in part, in the assertion of 34 additional claims brought by individual insureds through their own counsel after the Stockdale Action was filed, with a total policy limits exposure of \$2,915,000.00. While these claims are not included in this Settlement, they do represent a benefit to policy holders.

1.16 After the Parties reached agreement on the benefits to the Class, the parties then separately negotiated and reached an agreement concerning attorneys’ fees, litigation expenses, and a service award payment to Plaintiff. The Parties executed a Memorandum of Understanding on September 2, 2020, subject to the execution of this Agreement and approval of the Court.

1.17 Plaintiff believes that the claims asserted in her case have merit and that the evidence developed to date supports her claims. However, Plaintiff is mindful of the issues of proof under, and possible defenses to, the claims in this matter. Plaintiff further recognizes and acknowledges the expense and length of time it would take to prosecute this matter against Allstate through class certification, trial, post-trial proceedings, and appeals. Counsel for Plaintiff have

taken into account the uncertain outcome and risks of the litigation, including the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Counsel for Plaintiff have, therefore, determined that the Settlement set forth in this Agreement is fair, reasonable, and adequate. The Settlement confers substantial benefits upon, and is in the best interests of, the Plaintiff and the Settlement Class (hereafter defined).

1.18 Allstate denies all liability and maintains that it has a number of meritorious defenses to class certification and the claims asserted in this case. Nevertheless, Allstate recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to its business operations arising out of class action litigation. Allstate also recognizes the risk that a trial on class-wide claims might present. Accordingly, Allstate believes that the Settlement set forth in this Agreement is likewise in its best interests.

II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement Agreement.

2.2 “Agreement” or “Settlement Agreement” means this class action settlement agreement containing all terms, conditions, and exhibits comprising the entire agreement between the Parties.

2.3 “Allstate Companies” means, collectively, Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Encompass Insurance, Esurance Insurance Company and Esurance Property and Casualty Insurance Company, all of which utilized a substantially similar household exclusion provision in their Pennsylvania motor vehicle insurance policies offering UM/UIM coverage during the relevant time period.

2.4 “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section VII of this Settlement.

2.5 “Authorization” means the form that a Class Member will execute granting permission for access to medical and other records needed to evaluate the Class Member’s claim.

2.6 “Benefit(s)” or “Settlement Benefit(s)” means the monetary payment available by check to a Class Member who does not opt out of this Settlement, who files a timely Claim Form under this Agreement, complies with the other procedures set forth in this Agreement and qualifies for payment of insurance benefits based upon Allstate’s evaluation of the claim or, if Allstate’s evaluation is disputed, the determination of the Special Master which shall be final and binding on the Parties, provided the Benefits paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

2.7 “Claim” means a request for relief pursuant to this Settlement submitted by the Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Agreement.

2.8 “Claim Deadline” means the date by which all Claim Forms must be postmarked or electronically submitted to the Settlement Administrator pursuant to the terms of this Agreement. Subject to the approval of the Court, this date shall be forty-five (45) days after the Administrator sends the Claim Form Notice to the Class Members.

2.9 “Claim Form” means the document, which will be appended to the Claim Form Notice sent to Class Members within ten (10) days after the Opt-Out Deadline, that Class Members must timely submit, as set forth this Agreement, to be eligible to have their Claims evaluated for the possible payment of Settlement Benefits. A copy of the proposed Claim Form, together with the proposed Claim Form Notice, is attached to this Agreement as Exhibit B. Among other things, the Claim Form will contain an Authorization for Release of Information that must be completed by the Class Member so that medical, employment and/or other relevant information and documentation can be obtained by Allstate and Class Counsel for purposes of Allstate’s evaluation of the Claim. Class Members who do not opt out and who do not timely submit a Claim Form before the Claim Deadline will be deemed to have waived the right to obtain Settlement Benefits pursuant to this Agreement, but they will otherwise be bound by the terms of this Agreement and any judgments entered by the Court in connection with this Settlement.

2.10 “Claim Form Notice” means the notice that a Class Member will receive if the Class Member does not opt out of the Settlement. The Claim Form Notice will be accompanied by a Claim Form and Authorization.

2.11 “Claim Resolution Period” means the period commencing the day after the Claim Deadline and concluding one-hundred and eighty (180) days thereafter. During the Claim Resolution Period, information and documentation relevant to the Claims will be obtained by the Parties from medical providers, employers and/or other third parties, the

Claims will be evaluated by Allstate and any appeals to the Special Master will be resolved. The Court may extend the Claim Resolution Period upon the request of the Parties and/or the Special Master.

2.12 “Class Counsel” means Jonathan Shub of Shub Law Firm LLC, James C. Haggerty of Haggerty, Goldberg, Schleifer, & Kupersmith, P.C., and Scott B. Cooper of Schmidt Kramer, P.C.

2.13 “Class Member(s),” “Settlement Class Member(s)” or “Settlement Class” means all Persons who submitted UM or UIM motorist claims to any of the Allstate Companies which were denied after January 23, 2015 by reason of the household exclusion in the Allstate Policy under which claim had been made, who did not otherwise opt out of the class in accordance with the terms of this Agreement and who satisfy all other requirements of this paragraph. Class Members shall include all such Persons where: (a) the named insured had not waived inter-policy stacking; (b) a claim was made for recovery of UM or UIM motorist coverage under the policy; and (c) the claim for recovery of UM or UIM motorist coverage was denied by any of the Allstate Companies by reason of the household exclusion after January 23, 2015. Excluded from the Class are (i) Persons whose claims were asserted after January 23, 2019 by individual insureds, through their own counsel; (ii) Persons who opt-out of the Settlement in accordance with the terms of this Agreement; and (iii) the Allstate Companies, any parent, subsidiary, affiliate, or controlled person of the Allstate Companies, as well as the officers, directors, agents, servants, and employees of the Allstate Companies, any trial judge who may preside over this Action and Class Counsel.

2.14 “Class Notice” means the notice of pendency and proposed settlement of the Stockdale Action that the Parties will ask the Court to approve in connection with the Motion

for Approval of Class Notice of Settlement. Among other things, the Class Notice will set forth the procedures for opting out of the Class, submitting Claim Forms and objecting to the Settlement. The Class Notice, which will be mailed and/or emailed to Class Members and which will also be available to Class Members on the website created and maintained by the Settlement Administrator, shall be in the form of Exhibit A to this Agreement. Within ten (10) days of the Court's entry of the Order Approving Class Notice of Settlement, Allstate will provide the Settlement Administrator with the names, last known email address (if available), and postal addresses of all Class Members. The Settlement Administrator will send the Class Notice to Class Members by both email (where available) and direct mail within thirty (30) days after receiving the foregoing contact information from Allstate.

2.15 "Class Representative" means Kayla Stockdale.

2.16 "Court" means the United States District Court for the Eastern District of Pennsylvania.

2.17 "Defendant" or "Allstate" means Allstate Fire and Casualty Insurance Company, including its officers, directors, owners, operators, parents, subsidiaries, employees, agents, representatives, lawyers, insurers, and/or affiliates.

2.18 "Effective Date" means the tenth day after the date on which all the following conditions are satisfied:

- a. Execution of this Agreement by the Class Representative and Allstate;
- b. Entry of the Final Approval Order and Judgment by the Court approving this Agreement and all exhibits in substantially the form attached hereto;
- c. The passage of the earliest date on which: (i) the time for taking an appeal from the Final Approval Order and Judgment has expired, without any appeal having been

taken; or (ii) if an appeal is taken, the highest court to which such appeal may be taken affirms the Final Approval Order and Judgment or dismisses the appeal without, in either case, any modification of the Final Approval Order and Judgment that is in any respect unsatisfactory to the Parties.

2.19 “Fairness Hearing” or “Final Approval Hearing” means the final hearing to be conducted by the Court, on notice to the Settlement Class, to consider approval of the Settlement and Class Counsel’s motion for approval of attorneys’ fees and reimbursement of costs and expenses and the Named Plaintiff Enhancement Award. The Parties will ask the Court to schedule a Fairness Hearing approximately three hundred and twenty (320) days from the entry of the Order Approving Class Notice of Settlement unless the parties otherwise agree on an earlier or later date and the Court so approves.

2.20 “Final Approval Order” means the Order granting final approval to the Settlement, which should not be entered earlier than ninety (90) days after the appropriate state and federal officials have been served with notice of the Settlement in accordance with the Class Action Fairness Act of 2005, as codified in 28 U.S.C. § 1715(b).

2.21 “Individual Settlement Amount” means the monetary amount that is allocated to a Class Member whose Claim qualifies for payment of Settlement Benefits based upon Allstate’s evaluation of the Claim or, if Allstate’s evaluation is disputed, the determination of the Special Master which shall be final and binding on the Parties, provided the Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

2.22 “Named Plaintiff Enhancement Award” means the monetary amount awarded by the District Court in recognition of the assistance provided by the Plaintiff in the prosecution of the Stockdale Action, the amount of which is as set forth in Section VII.

2.23 “Objection” means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.24 “Objection Deadline” means the last date on which a Class Member may object to the Settlement. Subject to the approval of the Court, this date shall be forty-five (45) days prior to the Final Approval Hearing.

2.25 “Opt-Out” means a request by a Class Member to be excluded from the Settlement Class by following the procedures set forth in the Class Notice.

2.26 “Opt-Out Deadline” means the last date on which a Class Member may request to be excluded from the Settlement Class. Subject to the approval of the Court, this date shall be forty-five (45) days after the date the Administrator sends the Class Notice to the Class Members.

2.27 “Order Approving Class Notice Date” means the date on which the Court enters the Order Approving Class Notice of Settlement.

2.28 “Order Approving Class Notice of Settlement” means the Order certifying the Settlement Class solely for the purposes set forth in this Agreement, and approving the form of notice to Class Members and shall be substantially in the form of Exhibit C to this Agreement.

2.29 “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.30 “Released Claims” means and includes any and all manner of actions, causes of action, suits, accounts, claims, demands, controversies, judgments, obligations, damages

and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, from the beginning of time to the date of this Release (a) that were asserted, or could have been asserted, by or on behalf of Plaintiff Kayla Stockdale, Christopher Stockdale, Mark Sanders or Jacqueline Sanders, as Releasing Parties, against Allstate Fire and Casualty Insurance Company or any other Released Person (*i.e.*, Allstate Indemnity Company, Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Encompass Insurance, Esurance Insurance Company or Esurance Property and Casualty Insurance Company) in connection with, relating to or arising out of the Stockdale Action, or (b) that were asserted, or could have been asserted, by or on behalf of any Class Member, as Releasing Parties, against any Released Person (*i.e.*, Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Encompass Insurance, Esurance Insurance Company and Esurance Property or Casualty Insurance Company), in connection with, relating to or arising out of the denial by any of the Released Persons of the Class Members' uninsured or underinsured motorist claims seeking benefits under Pennsylvania motor vehicle insurance policies by reason of the household exclusion during the relevant time period, including but not limited to claims in connection with, relating to or arising out of the conduct alleged in the Stockdale Action.

2.31 "Released Persons" means Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Encompass Insurance, Esurance Insurance Company and Esurance Property and Casualty Insurance Company, individually or collectively, and their parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as their respective current

and former officers, directors, members, stakeholders, owners, employees, agents, attorneys and insurers.

2.32 “Releasing Parties” means Plaintiff Kayla Stockdale, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it/them, including any Person claiming to be his/her/its/their spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate, including but not limited to Kayla Stockdale, Christopher Stockdale, Mark Sanders and Jacqueline Sanders.

2.33 “Settlement” means all of the terms and conditions of and the exhibits attached to this Agreement.

2.34 “Settlement Administrator” means the third-party administrator that will be charged with administering this Settlement as specified in this Agreement. The Settlement Administrator, subject to Court approval, will be Angeion Group unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.35 “Settlement Website” means an internet website created and maintained by the Settlement Administrator. The URL of the Settlement Website shall be provided in the Class Notice.

2.36 “Special Master” means the individual appointed by the Court pursuant to Fed. R. Civ. P. 53 to decide any appeals from Allstate’s evaluation of Class Members’ claims and whose decision shall be final and binding on the Parties, provided the Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question. The parties have agreed and request that Harris Bock, Esquire of the Dispute Resolution Institute of Philadelphia, Pennsylvania be appointed by the

Court as Special Master under Fed. R. Civ. P. 53 to perform that function. The Special Master shall be bound by the Stipulation of Confidentiality entered in this Action and shall execute the Acknowledgement attached as Exhibit A to said Stipulation.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 The Parties agree that the Stockdale Action may be certified as a class action under Fed. R. Civ. P. 23(a) and (b)(3) solely for purposes of settlement in accordance with the terms of this Agreement and without prejudice to Allstate’s right to contest class certification in the event that this Agreement fails to become effective or is not fully implemented in accordance with its terms.

If the Settlement is not approved or this Agreement fails to be fully implemented, the Allstate Companies reserve all rights to object to any subsequent motion to certify a class in this or any other lawsuit and no representation or concession made in connection with the Settlement or this Agreement shall be considered law of the case or an admission by the Allstate Companies or to have any kind of preclusive effect against the Allstate Companies or to give rise to any form of estoppel or waiver by the Allstate Companies in this action or any other proceeding.

3.2 The Allstate Companies expressly deny any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this lawsuit and any similar lawsuit and enter into this Settlement solely to compromise disputed claims. Accordingly, any references to the alleged business practices of the Allstate Companies in this Settlement, this Agreement or the related Court hearings and processes shall raise no inference respecting the propriety of those business practices or any other business practices of the Allstate Companies.

3.3 Nothing contained in this Agreement shall preclude any of the Allstate Companies from asserting coverage or other applicable defenses in claims that are not subject to this Agreement, and the Allstate Companies expressly reserve the right to assert such defenses.

IV. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, Class Counsel shall file this Agreement and a Motion seeking Preliminary Approval of the class settlement and an Order Approving Class Notice of Settlement, which order by its terms shall accomplish all of the following:

4.1 Conditionally certify the Settlement Class solely for the purpose of effecting the Settlement;

4.2 Designate Plaintiff as the representative of the Settlement Class;

4.3 Designate Class Counsel as counsel for the Settlement Class;

4.4 Appoint Harris Bock, Esquire as the Special Master to hear appeals (if any) from Allstate's evaluation of Class Members' Claims and whose decision shall be final and binding on the Parties, provided the Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

4.5 Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions, among others, in accordance with the terms of this Agreement, the Order Granting Preliminary Approval to the class settlement and the Order Approving Class Notice to class members:

- a. Establish the Settlement Website, which Class Members can visit to read and obtain additional information regarding the Settlement, including submission of Claim Forms.
- b. Disseminate Class Notice, Claim Form Notice, Claim Form and Authorization in accordance with the terms of this Agreement;
- c. Process Claim Forms in accordance with Section V of this Agreement;

- d. Process requests for Opt-Outs from the Settlement in accordance with Section IX of this Agreement;
- e. Process Objections to the Settlement in accordance with Section IX of this Agreement.

4.6 Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VI of this Agreement, and direct the Settlement Administrator to provide, or cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VI of this Agreement.

V. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

5.1 Benefit Available to Settlement Class Members

- a. In order to qualify for a Settlement Benefit, Class Members must timely submit a completed Claim Form (substantially in the form of Exhibit B). This can be done on the Settlement Website on or before the Claim Deadline. Class Members may also submit a paper copy of the Claim Form. Claim Forms submitted via mail must be postmarked on or before the Claim Deadline. In consideration of the Settlement and Release given herein, Allstate will make Settlement Benefits available by instructing the Settlement Administrator to issue a check to each Class Member who: (a) does not opt out of the Settlement; (b) timely submits a Claim Form; (c) executes an authorization; (d) complies with the other procedures set forth in this Agreement and (e) qualifies for payment of Settlement Benefits based upon the determination of Allstate or the decision of the Special Master to whom any appeal of the decision of Allstate was taken pursuant to the provisions of this Agreement, and whose decision shall be final and binding on the Parties, provided the

Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

- b. In the event of an appeal of Allstate's evaluation of a Class Member's Claim, Allstate shall make available to the Special Master all of the information and documentation that was obtained from the Class Member or third parties in connection with Allstate's evaluation of the Claim, which, together with the non-privileged portions of Allstate's claim file for that Claim referenced in Section 5.1.c, shall constitute the sole basis for the Special Master's decision. The Special Master's decision shall be final and binding on the Parties, provided the Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.
- c. The Settlement Administrator will provide copies of the Class Members' Claim Forms and Authorizations to Allstate and Class Counsel, as they are received from the Class Members, so that Allstate and Class Counsel can obtain the information and documentation needed for Allstate's evaluation of the Claims. Allstate will also share with Class Counsel the non-privileged portions of its existing claim files for the Class Members concerning the Claims that are the subject of this Settlement where such non-privileged portions of the claim file are relevant to placing a value on the Claim, which materials may also be considered by Allstate in evaluating the Class Members' Claims. Allstate and Class Counsel will cooperate throughout the Claim Resolution Period and will agree on procedures for communicating with

Class Members and/or third parties, obtaining information and documentation and facilitating the evaluation of Claims.

- d. At any time during the Claims evaluation process, Allstate and/or Class Counsel may request Class Members and/or third parties to provide additional or supplemental information or documentation pertinent to Allstate's evaluation of the Claim, and Allstate reserves the right to obtain an independent medical examination or a peer review if circumstances warrant. The failure or refusal of a Class Member to cooperate with Allstate or Class Counsel at any stage of the Claim Resolution Period may result in a waiver or denial of the Claim.
- e. The Parties (or the Special Master in the event of an appeal) may request the Court to extend the Claims Resolution Period if additional time is needed.
- f. Class Members who do not opt out but choose not to file a Claim Form or submit requested information and documentation will still be considered part of the Settlement Class. They will be bound by the Release and other provisions of this Agreement and by the Orders and Final Judgment of this Court issued pursuant thereto, but they will not receive any Settlement Benefits.
- g. Class Members who do submit information and documentation following receipt of the Claim Form, who comply with the procedures set forth in this Agreement and who qualify for payment of Settlement Benefits based upon the determination of Allstate or the decision of the Special Master to whom an appeal of the decision of Allstate was taken will receive a check in an amount up to (but not exceeding) the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question, in an amount determined by Allstate or, if an appeal is taken, the Special

Master. Except as set forth in Section 5.2 of this Agreement, no settlement check will be payable unless and until the Court issues a non-appealable Final Order and Judgment approving this Settlement. The Settlement Administrator will issue the checks after Allstate, within 10 days after the Effective Date, provides funds to the Settlement Administrator. The timely submission of a Claim Form is not a guarantee or promise that Settlement Benefits will be paid. Settlement Benefits will be paid only if the Class Member complies with the procedures set forth in this Agreement and Allstate, or the Special Master if an appeal is taken, determines that Settlement Benefits should be paid.

- h. In no event shall Allstate be obligated to pay, in the aggregate, more than \$3,225,000 in total Settlement Benefits to the Class Members as a whole. In no event shall the Individual Settlement Amount paid to any individual Class Member exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.
- i. The Parties will agree on the selection of one or more Allstate claims adjusters who will place a value upon each Claim within the Settlement Class applying the same valuation criteria used in the ordinary course of business and applying all credits for any priority coverage. The adjusted dollar value of a Claim could range from a minimum of zero dollars to a maximum of the Policy Declaration Value of UM/UIM coverage depending upon the facts and circumstances of the Claim.
- j. The parties will request that the Court appoint Harris Bock, Esquire of the Dispute Resolution Institute as Special Master to decide any appeals from Allstate's evaluation of Class Members' Claims. Any such appeal must be filed within thirty

(30) days of Allstate’s evaluation of the Claim. The Special Master’s decision will be based solely upon his review of the information and documentation that was obtained from Class Members and/or third parties in connection with Allstate’s evaluation of the Claim and the non-privileged portions of Allstate’s claim file for that Claim. The uniform cost applicable to any appeal will be a maximum of \$1,500 (which amount may be reduced, but not increased, by the Special Master) and each Party will be responsible for 50% of the uniform appeal cost.

- k. The Settlement Benefits described in this Agreement will be available on a “claims made” basis. This Agreement does not create any vested property interest or unclaimed property rights for Class Members who do not file timely Claim Forms, submit information or documentation requested by Allstate or Class Counsel or fail or refuse to comply with the other procedures set forth in this Agreement. Moreover, a Class Member’s timely submission of a Claim Form and compliance with the other procedures set forth in this Agreement do not constitute a guarantee or promise that Settlement Benefits will be paid. Settlement Benefits will be paid only if Allstate, or the Special Master if an appeal is taken, determines that Settlement Benefits should be paid.

5.2 Agreement with regard to Plaintiff Kayla Stockdale

Allstate will not oppose an application that Plaintiff’s counsel may submit to the Court requesting early payment to Plaintiff Stockdale of up to 50% of the previously stipulated \$300,000.00 limit of stacked UIM coverage potentially available under the Sanders Policy, on the following terms and conditions:

1. Plaintiff's counsel will not submit such an application unless and until the Court has issued an order preliminarily approving the settlement. No early payment will be due Plaintiff Stockdale if the Court denies the application.
2. If the Court approves the application, Allstate will not be obligated to pay Plaintiff Stockdale any additional coverage amounts (up to but not exceeding the \$300,000.00 stipulated limit) unless and until the Court issues a final judgment approving the settlement and all appeals from such judgment have been exhausted or the time for filing an appeal has expired.
3. Alternatively, if the Court approves the application but denies final approval of the settlement or the settlement otherwise terminates before final Court approval pursuant to the terms of the parties' settlement agreement, Allstate will not be obligated to pay Plaintiff Stockdale any additional coverage amounts (up to but not exceeding the \$300,000.00 stipulated limit) unless and until the Court has entered a final judgment against Allstate and in favor of Plaintiff Stockdale on her individual claims and Allstate has exhausted all of its appeal rights from said final judgment.

VI. PROCEDURES FOR PROVIDING NOTICE AND BENEFIT TO SETTLEMENT CLASS MEMBERS

6.1 The Parties shall jointly ask the Court to approve Angeion Group as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, work with the Parties to administer the relief provided by this Agreement. The Settlement Administrator

shall maintain all records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Allstate's Counsel, the Parties, and their representatives promptly upon request.

6.2 The Settlement Administrator shall be responsible for, among other things, administering the Settlement Website, sending out the notices to Class Members pursuant to Order of the Court, managing the Opt-Out process, receiving Claim Forms and Authorizations from Class Members and transmitting them to Allstate and Class Counsel, and disbursing the settlement checks.

6.3 Class Members will be identified and contacted based on the records maintained by Allstate provided that, if the Settlement Administrator determines, pursuant to the procedures set forth herein, that a Class Member's current mailing address is different from the last known mailing address, then such current mailing address will be employed for all communications with the Class Member.

6.4 The Parties will be jointly responsible for agreeing upon the form and language of the notices to the Settlement Class and they agree to cooperate in drafting those notices and ensuring that they comply with the requirements of Federal Rule of Civil Procedure 23 and due process, subject to Court approval. Copies of the Class Notice and Claim Form Notice and Claim Form shall be served and filed with the motion seeking Preliminary Approval of Class Settlement.

6.5 No later than thirty (30) days after receiving the Class Members' contact information from Allstate following issuance of the Order Approving Class Notice of Settlement, the Class Notice to the Settlement Class will be provided by regular mail and by email to those Class Members for whom Allstate has an email address on file. For any emails returned to the Settlement Administrator as undeliverable, and for Class Members for whom Allstate does not

have an email address, the Class Notice, alone, will be provided by United States Mail, postage prepaid. Only one email and direct mail Class Notice will be provided to each Class Member. Within ten (10) days after the Opt-Out Deadline, the Claim Form Notice and Claim Form will be provided by regular mail and/or by email to Class Members who did not opt out. The Class Notice, the Claim Form Notice and the Claim Form will be available on the Settlement Website to all Class Members.

6.6 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall certify to the Court compliance with the notice provisions of this Agreement.

6.7 No later than thirty (30) days after the Order Approving Class Notice of Settlement, the Settlement Administrator will create and maintain a website to provide, among other things, copies of the Class Notice and Claim Form Notice to be given to Class Members, this Agreement, the Settlement Administrator's and Class Counsel's contact information, certain selected pleadings and Court orders from the Stockdale Action, and a method for the electronic submission of Claim Forms at the appropriate time. The website will also contain a "frequently asked questions" section, subject to input and approval by the Parties, setting forth, among other things, procedures for completing and submitting a Claim Form and Authorization online or by mail; procedures for requesting exclusion from the Class pursuant to the terms of the Order Approving Class Notice of Settlement; procedures for objecting to the Settlement pursuant to the terms of the Order Approving Class Notice of Settlement; the scheduled date for the Final Hearing, and deadlines relevant to the Settlement as established in the Order Approving Class Notice of Settlement, including the dates for seeking exclusion from the Class, objecting to the Settlement, and filing a Claim Form.

VII. CLASS COUNSEL’S APPLICATION FOR AN AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT OF COSTS, AND NAMED PLAINTIFF ENHANCEMENT AWARDS

7.1 The Parties agree, subject to Court approval, that James C. Haggerty of Haggerty, Goldberg, Schleifer, & Kupersmith, P.C., Jonathan Shub of Shub Law LLC., and Scott B. Cooper of Schmidt Kramer, P.C. shall be appointed Class Counsel, without prejudice to Allstate’s right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, Allstate reserves all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

7.2 Class Counsel will submit to the Court an application seeking a Fee Award in the amount of \$750,000.00 inclusive of attorneys’ fees, expenses, and costs, and a Named Plaintiff Enhancement Award in the amount of \$7,500.00. The Fee Award and Named Plaintiff Enhancement Award shall be paid separate and apart from the Settlement Benefits, and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class. Court approval of Class Counsel’s Fee Award and the Named Plaintiff Enhancement Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel’s Application for a Fee Award and/or Named Plaintiff Enhancement Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request any award inconsistent with these terms.

7.3 Allstate agrees that it will not object to the amount of Class Counsel’s Application for Fee Award and Named Plaintiff Enhancement Award up to the amount set forth in the preceding paragraph, and agrees that it will pay the amounts approved by the Court no later than fifteen (15) business days after the Effective Date.

7.4 Class Counsel shall provide Allstate with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Allstate to make the Attorneys' Fees and Costs payment and the Named Plaintiff Enhancement Award payment as set forth above.

VIII. NOTICES AND DISSEMINATION TO THE SETTLEMENT CLASS

Subject to Court approval, the Parties agree that the Settlement Administrator shall cause Class Notice of the proposed Settlement and the Claim Form Notice to be provided to the Settlement Class by the following methods:

The Parties agree that the Class Notice shall be in the manner and form agreed upon by the Parties and approved by the Court. Collectively, the Class Notice and the Claim Form Notice shall in general terms set forth and sufficiently inform the Class Members of: (1) a short, plain statement of the background of the Stockdale Action, the Settlement Class certification, and the essential terms of the Settlement; (2) the appropriate means for obtaining additional information regarding the Settlement and the Stockdale Action, and how to participate in the Settlement and Claim Form process; (3) the appropriate information concerning the procedure for Opting-Out from the Settlement and filing an Objection to the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the timely submission of a Claim Form, compliance with the provisions of this Agreement and the evaluation of the Claim by Allstate or, if appealed, the Special Master. The Parties will request the Court to approve the Class Notice in the Motion for Approval of Class Notice of Settlement. Claim Form Notice shall be disseminated only to those Class Members who did not opt out of the proposed Settlement.

IX. OPT OUTS AND OBJECTIONS

Subject to an Order of the Court so providing, the Parties agree that:

9.1 Opt-Out

Any Class Member, other than any Class Representative, may elect to be excluded from this Settlement and from the Settlement Class by Opting-Out of the Settlement Class. Any Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out on or before the date specified in the Order Approving Class Notice of Settlement, with copies mailed to the Settlement Administrator, Class Counsel, and counsel for Allstate. Opt-Out requests must: (i) be signed by the Class Member who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the Class Member requesting exclusion; and (iii) include the following statement: "I/We request to Opt-Out from the settlement in the Stockdale v. Allstate Action." No Opt-Out request will be valid unless all of the information described above is included. No Class Member, or any person acting on behalf of or in concert or participation with that Class Member, may exclude any other Class Member from the Settlement Class. The last date for Class Members to Opt-Out of the Settlement will, subject to Court approval, be on the Opt-Out Deadline contained in the Order Approving Class Notice of Settlement. Class Members who timely Opt-Out of the Settlement will not be bound by the terms of this Agreement, including any releases contained herein.

The Class Representative affirmatively supports this Settlement and agrees not to Opt-Out of this Settlement. None of the Class Representative, Class Counsel, Allstate, or its counsel shall in any way encourage any Class Member to opt out or discourage any Class Member from participating in this Settlement.

9.2 Objections

Any Class Member who wishes to object to the Settlement must file a written Objection and/or a notice of intention to appear before the Court at the Fairness Hearing, and serve copies on the Settlement Administrator, Class Counsel, and counsel for Allstate. To be heard at the Fairness Hearing, the Class Member must make any Objection in writing and file it with the Clerk of Court by the Objection Deadline. The Objection must also be mailed to each of the following, received no later than the last day to file the objection: (i) Class Counsel via Jonathan Shub, Shub Law Firm LLC, 134 Kings Hwy. E., 2nd Floor, Haddonfield, NJ 08033, and (ii) Allstate's counsel via Mark J. Levin, Ballard Spahr LLP, 1735 Market Street, 51st Floor, Philadelphia, PA 19103. Any Objection must (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member; (b) include a statement of such Class Member's specific Objection; (c) state the grounds for the Objection; (d) identify any documents such objector desires the Court to consider; and (e) provide all information requested on the Claim Form. In addition, any Class Member objecting to the Settlement shall provide a list of all other Objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any Court in the United States in the previous five years. If the Settlement Class Member or his/her or its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she or it shall affirmatively so state in the Objection. Any Objection to be considered timely must be filed by the Objection Deadline contained on the Order Approving Class Notice of Settlement.

X. COSTS OF NOTICE AND ADMINISTRATION

Allstate shall be responsible to pay the reasonable Administration Expenses, separate and apart from the amount made available for Class Members' Claims, the Fee Award, and the Named Plaintiff Enhancement Award. Angeion Group has been selected as the Settlement

Administrator after a review and comparison of estimates made available by claims administration services. Efforts have been made to minimize the costs of notice and administration, including all costs relating to the Settlement by and through Angeion Group.

XI. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 Approval of Class Notice of Settlement

- a. Promptly after the execution of this Agreement, Plaintiff will move the Court for an order seeking Preliminary Approval of the Class Settlement, approving Class Notice of the class settlement and the Form of Exhibits A (Notice to Potential Class Members) and B (Claim Form Notice and Claim Form) to this Agreement as described in Section VIII above.
- b. Class counsel will request preliminary approval and certification of a settlement class for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a)(1)-(4) and (b)(3), with Plaintiff Kayla Stockdale appointed as Class Representative for the Settlement Class and counsel for Plaintiff, as stated herein, appointed as Class Counsel for the Settlement Class;
- c. Class counsel will request that the Court set a date for the Fairness Hearing, upon notice to the Settlement Class, to consider:
 1. whether the Settlement should be approved as fair, reasonable, and adequate and whether the Released Claims of the Settlement Class against the Released Persons should be dismissed with prejudice;
 2. Class Counsel's motion for an award of attorneys' fees, costs and expenses; and
 3. the Named Plaintiff Enhancement Award.

- d. Class Counsel will file a Motion for Final Approval of Settlement, and an application for the award of attorneys' fees, costs, and enhancement award for Kayla Stockdale, no later than thirty (30) days after the final determination of the Settlement Benefits to be paid to Class Members as determined by Allstate or, in the event of appeal(s), the Special Master.
- e. Upon the filing of the Motion for Preliminary Approval of Class Settlement, the Settlement Administrator will provide notice of the Settlement to the appropriate officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the costs of such notice to be paid by Allstate.

11.2 Final Approval of the Court

This Agreement and the Settlement embodied herein are subject to Final Approval by the Court after the determination of the Class Member(s) who may be qualified to receive Settlement Benefits based upon the evaluation of the Claim by Allstate or the final award of the Special Master if an appeal was filed. If the Settlement is approved, the Court will enter a judgment dismissing the claims against Allstate and the Allstate Companies with prejudice. The Parties waive any right to appeal or collaterally attack a Final Approval Order entered by the Court.

If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, either Party may terminate this Agreement pursuant to Section XVI. If no Party timely elects to terminate, then the Parties shall remain bound to the Settlement as so modified. For purposes of this paragraph, a "material modification" is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include but are not limited to: (1) any material change to the scope of the Released Claims set forth in this

Settlement Agreement; (2) any material change to the Final Approval Order which limits or reduces any of the protections afforded to Defendant; and (3) any material change to the Settlement Benefits, Class Notice, Claim Form, and claim process. No order or action of the Court pertaining to attorneys' fees or expenses shall be considered to constitute a material modification so long as such order, action, or modification does not increase the cost of settlement to be borne by Defendant, and does not require that Defendant do anything not specifically set forth herein, or is one that significantly affects the rights or obligations of one or more of the Parties. Similarly, no order or action of the Court pertaining to the Named Plaintiff Enhancement Award shall be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by Allstate and does not require that Allstate do anything not specifically set forth herein. Any dispute as to the materiality of any modification or proposed modification of this Agreement shall be resolved by the Court.

XII. RELEASES

Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Releasing Parties (including without limitation Plaintiff Kayla Stockdale, the Settlement Class Members, and Christopher Stockdale, Mark Sanders and Jacqueline Sanders), and all of their administrators, executors, personal representatives, spouses, heirs, agents, attorneys, assigns, predecessors and successors, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Persons.

The Releasing Parties hereby fully release and forever discharge and covenant not to sue the Released Persons from the Released Claims.

Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. The Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

XIII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XIV. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Allstate represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the

consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Allstate; and (c) that the Agreement has been duly and validly executed and delivered by Allstate and constitutes its legal, valid and binding obligation.

14.3 The Class Representative represents and warrants that she is entering into the Agreement on behalf of herself individually and as proposed representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Class Representative represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that she will not file an Opt-Out request from the Settlement Class or object to the Agreement.

14.4 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has, may have or ever had arising out of this lawsuit or that could have asserted in this lawsuit, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff herself.

14.5 Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XV. NO ADMISSIONS OF FAULT

The Agreement and every agreement and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this

Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, Allstate, the Allstate Companies, or any Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

XVI. MISCELLANEOUS PROVISIONS

16.1 Termination of Agreement

This Agreement shall terminate: (a) at the election of either Party, in the event of any proposed material modification of this Agreement; (b) prior to approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel; or (c) in the event of any material modification as described in section 11.2 of this Agreement. In addition to the foregoing and notwithstanding any other provisions of this Agreement, Allstate shall have the unilateral and unconditional right to terminate this Settlement and this Agreement if Potential Class Members representing more than 15% of the total settlement benefits set forth in Paragraph 5.1.h above opt out of the class settlement.

16.2 Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda and agreements between the Parties. Neither Plaintiff nor Allstate are entering into this Agreement in reliance upon any representations, warranties or inducements other than those contained in this Agreement.

16.3 Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and Defendant's Counsel, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

16.4 Extension of Time

The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

16.5 Plaintiff's Authority

Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Class Members.

16.6 Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with the motion to approve the Settlement, either in portable document format or some other suitable electronic form, as

an exhibit to Plaintiff's Motion for Approval of Class Notice of Settlement without the need to collate and file a copy with original signatures.

16.7 Cooperation

The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Parties will also cooperate so that Class Counsel may have such additional confirmatory discovery as is reasonably necessary in connection with this Agreement, without waiver of Allstate's rights and privileges under applicable law.

16.8 Binding Nature

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Plaintiff, Settlement Class Members, and Allstate.

16.9 Construing the Agreement

This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentem* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

16.10 Choice of Law

This Agreement shall be governed by and interpreted in accordance with the substantive common law of the Commonwealth of Pennsylvania, exclusive of choice of law principles.

16.11 Jurisdiction

The Parties submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

16.12 Headings

The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and shall not be used in construing or interpreting the Agreement.

16.13 Media and Contact of Class Members

To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Except as noted herein, neither Party will release any public statements nor contact any Class Member in an effort to induce them to file claims except where such Class Members previously contacted Class Counsel. No Party will make any reference to the total value of the Settlement on any website, or in any promotional material unless approved by the Parties.

16.14 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or

evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Stockdale Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.15 Effect of Non-approval, Non-finality or Termination

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including termination, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in the Stockdale Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other

manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

16.16 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of herself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, spouses, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Agreement.

16.17 Stay Pending Court Approval

Class Counsel and Allstate's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Stockdale Action, in accordance with Section III of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

16.18 Signatures

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. Each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

16.19 Notices

Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

- a. If to Plaintiff or Class Counsel:

Jonathan Shub
Shub Law Firm LLC
134 Kings Hwy. E.
2nd Floor
Haddonfield, NJ 08033

- b. If to Allstate or Allstate's Counsel:

Mark J. Levin
BALLARD SPAHR LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103

16.20 Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.21 Protective Orders

All orders, settlement agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel

remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

16.22 Confidentiality

The terms of this Agreement shall remain confidential until filed in the United States District Court for the District of Pennsylvania.

16.23 Binding on Successors

The Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties, the Releasing Parties and the Released Persons.

16.24 Arms-Length Negotiations

The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

16.25 Waiver

The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

16.26 Exhibits

All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

16.27 Retain Jurisdiction

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

16.28 Taxes

The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Parties provide no legal advice and make no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this Agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any Benefit paid and/or received pursuant to this Agreement.

16.29 Support From The Parties

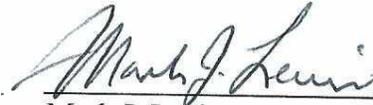
After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Class; (b) shall support motions for entry of the Order Approving of Class Notice of Settlement and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file an Objection to the Settlement or this Agreement.

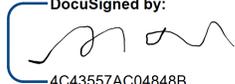
(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date and year first above written.

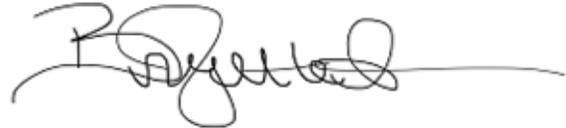
Dated this 20th day of May 2021.

/s/ James C. Haggerty Date 06/02/2021
James C. Haggerty
Haggerty, Goldberg, Schleifer, & Kupersmith, P.C.
Counsel for Plaintiff

 Date 6/1/21
Mark J. Levin
Ballard Spahr LLP
Counsel for Defendant Allstate Fire and Casualty Insurance Company

DocuSigned by:

4C43557AC04848B... Date 6/1/2021
Scott B. Cooper
Schmidt Kramer, P.C.
Counsel for Plaintiff

Allstate Fire and Casualty Insurance Company



Jonathan Shub Date 06/01/2021
Jonathan Shub
Shub Law Firm LLC
Counsel for Plaintiff

By: _____
Brigitte Arnall
Casualty Claims Director
Date: 5/20/21

 Date 5/26/2021
Kayla Stockdale
On Behalf of Plaintiff and the Proposed Settlement Class

Exhibit 1A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

No. 2:19-CV-00845-WB

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**THIS NOTICE IS ONLY A SUMMARY.
PLEASE READ THIS NOTICE CAREFULLY AS
YOUR RIGHTS MAY BE AFFECTED.**

TO: CERTAIN PERSONS INSURED UNDER A PENNSYLVANIA INSURANCE POLICY ISSUED AND/OR RENEWED BY ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE, ESURANCE INSURANCE COMPANY AND ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY (“ALLSTATE COMPANIES”) WHO HAD A HOUSEHOLD EXCLUSION PROVISION IN THEIR PENNSYLVANIA MOTOR VEHICLE INSURANCE POLICIES PROVIDING UNINSURED MOTORIST (“UM”) AND/OR UNDERINSURED MOTORIST (“UIM”) COVERAGE DURING THE RELEVANT TIME PERIOD.

1. WHY DID I GET THIS NOTICE? You are receiving this Notice because, according to Allstate’s records, you submitted a claim for UM or UIM benefits to one of the Allstate Companies which Allstate denied after January 23, 2015 by reason of the “household exclusion” in the Allstate Policy under which claim had been made. UM/UIM benefits are monies that are paid to compensate persons for injuries sustained in a motor vehicle accident caused by an uninsured motorist, i.e., a driver who has no insurance, or an underinsured motorist, i.e., a driver who does not have sufficient insurance to compensate you for your

injuries. Based upon those records, you are a member of a settlement class that has been certified by the United States District Court for the Eastern District of Pennsylvania in a lawsuit brought by Plaintiff, Kayla Stockdale, unless you opt out. Please read this Notice carefully.

2. WHO IS INCLUDED IN THE CLASS? The Settlement Class consists of all Persons who submitted UM or UIM claims to any of the Allstate Companies which claims were denied after January 23, 2015 by reason of the “household exclusion” in the Allstate Policy under which claim had been made. Class Members include all such Persons where: (a) the named insured had not waived inter-policy stacking; (b) a claim was made for recovery of UM or UIM coverage under the policy; and (c) the claim for recovery of UM or UIM coverage was denied by any of the Allstate Companies by reason of the household exclusion after January 23, 2015. Excluded from the Class are: (a) Persons whose claims were asserted after January 23, 2019 by individual insureds, through their own counsel; (b) Persons who opt-out of the Settlement; and (c) persons employed by Allstate or any parent, subsidiary or affiliate.

3. TERMS OF THE SETTLEMENT. If the Court grants final approval and there is a final non-appealable judgment and dismissal of this action with prejudice, Allstate has agreed to pay UM and UIM coverage benefits up to a total of \$3,225,000.00, collectively, to members of the Settlement Class who do not opt out and whose claims are timely submitted and qualify for payment. The payment to any individual Class Member will not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question. If you do not opt out of the Settlement, you will be considered a member of the Settlement Class and will be eligible to have your claim evaluated for the possible payment of settlement monies. If

you opt out, you will not receive any settlement monies and will not be bound by the settlement, including the release of claims against the Allstate Companies.

All Settlement Class Members who do not opt out will be eligible to submit specific information regarding the motor vehicle accident and the injuries sustained in it for evaluation by Allstate and the possible payment of UM or UIM monies. If you do not agree with Allstate's evaluation or the amount of money which Allstate offers to pay you for your injuries, the claim will be assigned to a Special Master appointed by the Court to render a final determination.

Settlement Class Members who timely opt out of the Settlement will not be bound by the Settlement and will not release any claims against the Allstate Companies. The Settlement Agreement provides that, under certain circumstances, the Settlement may be terminated. The specific details regarding these termination provisions can be reviewed in the Settlement Agreement on file with the Court and posted on the Settlement Website at www.Stockdale-UIM.com.

4. HOW DO I CLAIM UM OR UIM MONIES?

If you do not opt out of the settlement, you will be provided a Claim Form. You will be asked to sign that Claim Form and to submit it to Allstate and Class Counsel for a determination of whether your claim qualifies for payment and, if so, the amount of payment.

5. WHAT ABOUT ATTORNEYS' FEES AND EXPENSES? If the Court approves the Settlement, counsel for the Settlement Class will apply to the Court for an award of attorneys' fees, including costs and expenses. In the Settlement Agreement, Allstate agrees not to oppose a request for the Class Counsel for an award of attorneys' fees in an amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00) inclusive of attorneys' fees, expenses and costs. Additionally, Allstate has agreed not to oppose an application for

an incentive award to the Class Representative in the amount of Seven Thousand and Five Hundred Dollars (\$7,500.00). These amounts are in addition to the Settlement Benefits that may be paid by Allstate under the Settlement Agreement and will not reduce the Settlement Benefits that may be paid to Settlement Class Members.

6. **THE FAIRNESS HEARING.** Notice is hereby given that the Court has set a date for the Fairness Hearing on **[DATE]** at **[TIME]**, before the Honorable _____, in Courtroom No. ____, **[ADDRESS]**, the United States District Court for the Eastern District of Pennsylvania, for the purposes of determining the reasonableness, adequacy and fairness of the Settlement of this Action as set forth in the Settlement Agreement. At the Fairness Hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate and whether the Released Claims of the Settlement Class against the Released Persons should be dismissed with prejudice; and (b) Class Counsel's motion for an award of attorneys' fees, costs and expenses; and (c) the Named Plaintiff Enhancement Award.

7. **CAN I PARTICIPATE IN THE FAIRNESS HEARING?** Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, or other matters to be considered at the Fairness Hearing may appear and present such objections or to petition to intervene. In order to be permitted to do so, however, you must, on or before **[DATE]**:

- (a) File with the Court by mailing to **[ADDRESS]** your objection and notice to appear, together with a statement setting forth your petition to intervene or your objections, if any, to the matter to be considered and the basis for these objections, together with any documentation that you intend to rely upon at the Fairness Hearing; and
- (b) Serve copies of all such materials either by hand delivery or by first-class mail, postage pre-paid, upon the following counsel:

Jonathan Shub, Esquire
Shub Law Firm, LLC
134 Kings Highway, 2nd Floor
Haddonfield, NJ 08033

Mark J. Levin, Esquire
Ballard Spahr, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

Unless otherwise ordered by the Court on or before [DATE], based upon an appropriate motion, the Fairness Hearing shall be conducted solely based upon your written petition to intervene or objections filed with the Court, as provided herein, and the argument of counsel.

If you do not comply with the foregoing procedures and deadlines for submitting written petitions to intervene, objections and/or appearing at the Fairness Hearing, you may lose substantial legal rights, including but not limited to, the right to appear at the Fairness Hearing; the right to contest approval of the Settlement or the application for an award of attorneys' fees and costs to Class Counsel; the right to contest approval of the application for an incentive award to the Class Representative; or the right to contest any other orders or judgments of the Court entered in connection with the Settlement. If the Court does not approve the Settlement, the Settlement Agreement will be null and void.

8. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT? If you do **not** want to be a member of the Settlement Class and participate in the Settlement, then NO LATER THAN [DATE], you must send a signed statement to that effect that includes your name, address, and telephone number. The signed statement must be sent to the following:

Allstate UIM Settlement Administrator
Attn: Opt-Outs & Exclusions
P.O. Box 58220
Philadelphia, PA 19102

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT CLASS, YOUR COMPLETED SIGNED STATEMENT ADVISING OF YOUR ELECTION TO OPT OUT MUST BE POST-MARKED NO LATER THAN [DATE]. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.

If you choose to opt out of the Settlement Class, you will not be entitled to receive the benefits of the Settlement with Allstate, including any settlement payment. Your claims against Allstate will not be released and you will be free to separately pursue any claims you believe you have.

9. MAY I INSPECT THE SETTLEMENT AGREEMENT, PLEADINGS AND OTHER DOCUMENTS? The foregoing references to the pleadings, Settlement Agreement and other documents, and their respective contents are only summaries thereof. For further details with respect to the Settlement Agreement, the pleadings, the claims asserted in the Action, and the matters to be heard at the hearing, reference may be made to the complete files of this Action which may be examined at any time during regular office hours at [ADDRESS]. Important documents, including the Settlement Agreement, may be accessed on the Settlement Website at www.Stockdale-UIM.com.

10. WHO CAN I CONTACT WITH QUESTIONS? If you have questions regarding this Notice of the Settlement in the Action generally, you can obtain additional information from the follow sources:

Counsel for the Settlement Class:

Scott B. Cooper
Schmidt, Ronca &
Kramer P.C.
209 State Street
Harrisburg, PA 17101
Tel: 717-232-6300
scooper@schmidtkramer.com

James C. Haggerty
Haggerty Goldberg
Schleifer & Kupersmith
1835 Market St Ste 2700
Philadelphia, PA 19103
Tel: 267-350-6633
jhaggerty@hgsklawyers.com

Jonathan Shub
Shub Law Firm LLC
134 Kings Highway, 2nd Fl
Haddonfield, NJ 08033
Tel: (856) 772-7200
jshub@shublawyers.com

You may also contact the Settlement Administrator by phone at (XXX) XXX-XXXX, or email at info@Stockdale-UIM.com.

DO NOT CALL THE COURT OR ALLSTATE WITH QUESTIONS.

Exhibit 1B

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

No. 2:19-CV-00845-WB

SETTLEMENT CLAIM FORM NOTICE

TO: [JOHN DOE]

1. WHY DID I GET THIS NOTICE? You are receiving this Notice since you were identified as a person who previously submitted a claim to one of the Allstate Companies (Allstate Fire & Casualty Insurance Company, Allstate Indemnity Company, Allstate Insurance Company, Allstate Property & Casualty Insurance Company, Encompass Insurance Company, Esurance Insurance Company and Esurance Property and Casualty Insurance Company) for recovery of uninsured motorist (“UM”) and/or underinsured motorist (“UIM”) benefits that was denied by reason of a household exclusion in the applicable automobile insurance policy. As a result, you were previously sent a Notice of Proposed Class Action Settlement. You did not opt out of the Settlement Class. Therefore, you are now eligible to participate in the next phase of this settlement.

2. WHAT DO I HAVE TO DO? The next step is to sign the enclosed Claim Form and Authorization and return it in the enclosed envelope. This will begin the claim evaluation process.

3. **WHAT HAPPENS NEXT?** Once you sign and return the Claim Form and Authorization, Allstate and Class Counsel will begin the process of gathering information to evaluate your claim. Class Counsel may contact you to assist you in gathering and assembling information regarding your injuries, treatment and damages. These are the Class Counsel:

Scott B. Cooper, Esquire Schmidt & Kramer, P.C. 209 State Street Harrisburg, PA 17101 Tel: 717-232-6300 scooper@schmidtkramer.com	James C. Haggerty Haggerty Goldberg Schleifer & Kupersmith 1835 Market St Ste 2700 Philadelphia, PA 19103 Tel: 267-350-6633 jhaggerty@hgsklawyers.com	Jonathan Shub Shub Law Firm LLC 134 Kings Highway, 2nd Floor Haddonfield, NJ 08033 Tel: (856) 772-7200 jshub@shublawyers.com
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Once all information is obtained, Allstate will determine whether you are entitled to receive settlement monies and, if so, the amount you are to receive. The amount you receive will not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question. If you are dissatisfied with the value placed upon your claim by Allstate, you, with the assistance of Class Counsel, may file an appeal to a Settlement Master appointed by the Court who will evaluate the claim and make a final decision as to the amount of money you are to receive. **Please note you will NOT be charged, nor will you be billed, by Class Counsel for any assistance they provide you in connection with the valuing of your claim.**

4. **WHAT IF I DON'T SIGN AND RETURN THE CLAIM FORM AND AUTHORIZATION?** If you do not sign and return the Claim Form and Authorization by _____, you will not be entitled to share in any of the proceeds of the class settlement. Nonetheless, you will be bound by the terms of the class settlement, including the release of claims against the Allstate Companies. You will waive your right to receive any payment of settlement monies and will still be bound by all proceedings, Orders and

Judgments entered in connection with the settlement, including the release of the Allstate Companies and the dismissal of this action with prejudice.

5. IS THERE ANYTHING ELSE I NEED TO DO? The determination of the amount of money you are to receive is based upon the nature of your injuries, your medical treatment, your earnings loss and your current condition. During the claim evaluation process you may be asked by Class Counsel, identified above, or by Allstate to provide additional information and authorizations regarding the accident and the injuries in order to assist in the evaluation process. It is important that you cooperate with any such requests.

6. WHEN WILL I GET MY MONEY? When the claim evaluation process is complete the Court will be asked to approve the Class Settlement. If the Class Settlement is approved by the Court and becomes final, settlement monies will be distributed to each Class Member who is entitled to receive settlement monies. The entire process may take up to six (6) months or longer.

7. WILL ATTORNEYS' FEES BE TAKEN OUT OF MY SETTLEMENT MONEY? No. Class counsel will apply to the Court for an award of attorneys' fees to be paid separately by Allstate.

8. WHO CAN I CONTACT WITH QUESTIONS? If you have questions regarding this Notice and the Claim Evaluation process, you can obtain additional information from Class Counsel.

You may also contact the Settlement Administrator by phone at (XXX) XXX-XXXX, or email at info@Stockdale-UIM.com.

DO NOT CALL THE COURT OR ALLSTATE WITH QUESTIONS.

Exhibit 1C

CLAIM FORM

This Claim Form and Authorization for Release of Information form are to be signed and returned in the enclosed envelope. Please make any necessary changes on the Claim Form below. Please provide any additional information required by the Authorization. If you wish, the Claim Form and Authorization may also be submitted online at the Settlement Website www.Stockdale-UIM.com. This Claim Form must be signed and postmarked or submitted online no later than _____.

I wish to have my UM or UIM claim evaluated by Allstate for the possible payment of settlement monies. I certify that the information set forth below is true and correct.

First Name Last Name

Mailing Address

City State Zip

Telephone Number Email Address

John Doe
John Doe
Signature of Class Member

____/____/____
Date

Exhibit 1D

AUTHORIZATION FOR RELEASE OF INFORMATION

Patient Information:

John

First Name

Doe

Last Name

Date of Birth

Social Security Number

Information to be released to:

Allstate Fire and Casualty Insurance Company and Class Counsel

Designated Recipient and/or their authorized representatives or other person designated by them, including but not limited to attorneys, secretaries, paralegals, investigators, adjusters and doctors.

Information to be released:

All medical records (do not include films unless specifically requested)

Specific medical information (i.e., chart notes, labs, x-rays and special tests)

Please specify: _____

All employment records (i.e., payroll, educational, or job training)

Please specify: _____

All insurance records (i.e., applications, policies, payment records)

Please specify: _____

Purpose of disclosure: _____

Patient Authorization: I understand that my records may contain information regarding the diagnosis or treatment of HIV/AIDS, sexually transmitted diseases, drug and/or alcohol abuse, mental illness, or psychiatric treatment. I give my specific authorization for these records to be released. I understand that this consent includes the disclosure of: (PLEASE INITIAL)

____ Drug/Alcohol abuse/treatment & diagnosis ____ Sexually Transmitted Disease
____ HIV/AIDS diagnosis/treatment & testing ____ Mental Illness or Psychiatric diagnosis/treatment

I do hereby give my consent for release of any and all insurance records including applications, policies, payment records and the like. I also give my approval for release of any and all employment, payroll, educational, or job training records as may be deemed necessary by my legal representatives. This document covers information or material whose disclosure would, but for this waiver, be prohibited by state or federal statutes or regulations.

My Rights: This authorization is pursuant to the Pennsylvania Privacy of Consumer Health Information, 31 Pa. Code § 146b. The person signing this authorization has a right to receive a copy hereof, and a reproduced copy of this authorization shall be as valid as the original. This authorization is in force from the date of signature herein due to the nature, duration, and extent

of this case. This authorization applies to all records both prior to, and after the date of signature. I understand this consent may be revoked in writing at any time. With the exception to the extent that disclosure of information has already occurred prior to the receipt of revocation by the above named provider. If written revocation is not received, authorization will be considered valid for a period of time not to exceed 365 days from the date of signing. To initiate revocation of this authorization direct all correspondence to the "Designated Recipient" above. I understand that the information used or disclosed may be subject to re-disclosure by the persons or class of persons receiving it and no longer protected by the federal privacy regulations. Patient's care will not be affected or conditioned by signing this authorization.

SIGNATURE: _____ **DATE:** ____/____/_____
(Patient, Guardian*, or Authorized Representative*)

***Please provide document to prove authority to sign on behalf of the patient.**

Exhibit 1E

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

No. 2:19-CV-00845-WB

DRAFT 5/25/21

APPOINTMENT OF SPECIAL MASTER

1. In connection with their settlement of this Action, the Parties have requested that the Court appoint a Special Master pursuant to Fed. R. Civ. P. 53 to decide any appeals from Allstate's evaluation of Class Members' claims.

2. As requested by the Parties, the Court hereby appoints Harris T. Bock, Esquire of the Dispute Resolution Institute of Philadelphia, Pennsylvania solely for this purpose.

3. As agreed to by the Parties, the Special Master's decision in any appeal shall be final and binding on the Parties, provided the Individual Settlement Amount paid to any individual Class Member shall not exceed the Policy Declaration Value for UM/UIM coverage on the Allstate policy in question.

4. The Special Master shall be bound by the Stipulation of Confidentiality entered in this Action and shall execute the Acknowledgement attached as Exhibit A to said Stipulation.

5. The rights, obligations and compensation of the Special Master shall be as set forth in the Parties' Settlement Agreement, in particular Paragraphs 2.36, 4.4 and 5.1 of that Agreement, which terms are incorporated herein by reference. The Special Master's authority

shall be strictly limited to the exercise of the rights and the performance of the duties expressly set forth in the Parties' Settlement Agreement, and the Special Master shall have no other rights, duties or authority.

6. The Special Master's appointment will become effective upon his filing an affidavit disclosing that there is no ground for disqualification under 28 U.S.C. § 455. *See* Fed. R. Civ. P. 53(a)(2), (b)(3).

7. When all appeals (if any) from Allstate's evaluation of Class Members' claims have been completed, the Special Master shall file a report with the Court stating that his duties have been completed and specifying the results of any appeals.

8. The Special Master's term of service will end when his duties are completed or the Court terminates the appointment, whichever comes first.

9. The Special Master shall endeavor to complete his duties within the time specified in the Parties' Settlement Agreement. However, if additional time is needed, the Parties and/or the Special Master with advance notice to the Parties may ask the Court to extend the time for the Special Master to complete his duties.

10. The Special Master shall enjoy the same protections from being compelled to give testimony and from liability for damages as those enjoyed by other federal judicial officers performing similar functions.

11. The Special Master will preserve records relating to his work as Special Master until relieved of this obligation by order of the Court.

12. The Special Master may communicate with the Court with advance notice to the Parties, and may communicate with the Parties jointly but not *ex parte*.

Dated this _____ day of _____, 2021.

BY THE COURT:

United States District Court for the
Eastern District of Pennsylvania

Exhibit 2A



SHUB LAW FIRM LLC

134 KINGS HIGHWAY, SECOND FLOOR
HADDONFIELD, NJ 08033

(856) 772-7200

SHUBLAWYERS.COM

INFO@SHUBLAWYERS.COM

JSHUB@SHUBLAWYERS.COM

KLAUKAITIS@SHUBLAWYERS.COM



Jonathan Shub is the founder of Shub Law Firm LLC. Mr. Shub graduated from American University (Washington, D.C.), B.A., in 1983 and Delaware Law School of Widener University (now Widener University Delaware School of Law), cum laude, in 1988. While enrolled in Delaware Law School of Widener University, he served as the Law Review Articles Editor. Jon was a Wolcott Fellow Law Clerk to the Hon. Joseph T. Walsh, Delaware Supreme Court in 1988. He is a member of the American Association of Justice (past chairman of class action litigation section), the American Bar Association and the Consumer Attorneys of California. Jon was named a Pennsylvania SuperLawyer from 2005 -2009 and 2011-2019. Jon is also an active member of his local

synagogue and an avid political fundraiser.

Jon is recognized as one of the nation's leading class action consumer rights lawyers, based on his vast experience and successes representing classes of individuals and businesses in a vast array of matters involving unlawful conduct. Jon has gained notable attention in the area of defective consumer electronics and computer hardware as a result of many leadership positions in federal and state cases against companies such as Hewlett-Packard, Maytag, IBM and Palm. In fact, Maximum PC Magazine, a leading industry publication, said years back that "Shub is becoming renowned for orchestrating suits that have simultaneously benefited consumers and exposed buggy hardware." He also has vast experience in mass tort class actions such as Vioxx, light tobacco litigation, and in consumer class actions such as energy deregulation. He is currently heavily involved in litigation on behalf of businesses that were denied insurance coverage involving COVID-19.

Jon launched his career in the Washington office of Fried, Frank, Harris, Shriver & Jacobson, where he worked on complex commercial matters including corporate investigations and securities litigation. He then moved into a practice of consumer protection and advocacy. Prior to joining Kohn, Swift & Graf, P.C., Jonathan was the resident partner in the Philadelphia office of Seeger Weiss LLP. He is a frequent lecturer on cutting edge class action issues, and is a past chairman of the Class Action Litigation Group of the American Association for Justice. Jon regularly appears in state and federal courts nationwide, and in many high profile consumer protection cases. Jon's leadership roles require him to develop the theories of liability for the entire class as well as the overall trial strategy for the cases. Most recently, Jon was co-lead and co-trial counsel in a case against municipality for violation of a state privacy law. The trial resulted in a jury award of approximately \$68,000,000 to the Class.

Jon's experience in class action litigation includes the following leadership positions:

Serves as lead counsel in New York against KIWI Energy LLC for deceptive advertising of residential energy practices.

Served as co-lead counsel in Illinois against Direct Energy for deceptive advertising of residential energy practices.

Served as co-lead counsel in Pennsylvania against PG&E for deceptive advertising of residential energy practices.

Served as co-lead counsel in settled national litigation against CPG International for deceptive advertising in connections with deceptive advertising of AZEK-branded decking products.

Served as executive committee counsel in settled national litigation against Western Union for deceptive practices in connection with money transfers.

Served as co-lead counsel in litigation against Facebook for deceptive advertising practices.

Served as co-lead counsel in a national class action against Palm involving defective smart phones.

Served as co-lead counsel in a national class action against Nissan for defective tires on its 350Z model.

Served as co-lead counsel in a national class action against Hewlett Packard claiming defects in certain printer models.

Served as co-lead counsel in litigation against Vonage for consumer fraud.

Served as co-lead counsel in litigation against Maytag, where he was instrumental in negotiating a \$42.5 million nationwide settlement for a class of more than 200,000 Maytag customers.

Served as co-lead counsel in a nationwide class settlement against IBM that affected more than 3 million hard drive purchasers.

Publications and Presentations:

Moderator, Class Actions, Annual Meetings of American Association of Justice, 2015, 2016

Speaker, "Finding the Right Class Action", New Jersey Association of Justice, June, 2016

Speaker, "Nuts and Bolts of MDL Practice", Class Action Symposium, Chicago

Illinois, June, 2010

Speaker, "Computer Technology and Consumer Products Class Actions", Consumer Attorneys of California 46th Annual Convention, November, 2007

Frequent speaker, American Association for Justice (formerly ATLA)

Author, "Distinguishing Individual from Derivative Claims in the Context of Battles for Corporate Control", 13 Del. J. Corp. L. 579 (1998)

Author, "Shareholder Rights Plans? Do They Render Shareholders Defenseless Against Their Own Management", 12 Del. J. Corp. L. 991 (1997)
Co-author, "Once Again, the Court Fails to Rein in RICO", Legal Times (April 27, 1992)
Co-author, "Failed One-Share, One Vote Rule Let SEC Intrude in Boardroom", National Law Journal (October 8, 1990).



Kevin Laukaitis is a Philadelphia native who practices in the areas of consumer rights litigation and other complex class action litigation. Mr. Laukaitis is a graduate of Drexel University, where he received a bachelor's degree in Business Administration. He attended law school at Temple University Beasley School of Law in its part-time evening program. During law school, Kevin worked full-time as a paralegal and law clerk where he gained practical experience in consumer rights litigation, including complex class actions. Kevin is a member of American Association for Justice and Philadelphia Trial Lawyers Association, Member

Mr. Laukaitis' practice has been focused on class action consumer litigation involving overcharging of deregulated energy companies, defective products, mislabeling and consumer fraud, and other areas of complex litigation.

Mr. Laukaitis has played a prominent role in cases against deregulated energy companies that have engaged in deceptive practices by overcharging consumers on their energy bills. Mr. Laukaitis' efforts have resulted in over \$50 million dollars in recovery to classes of consumers who were overcharged by these energy companies.

PROMINENT JUDGMENTS AND SETTLEMENTS:

Sobiech v. U.S. Gas & Electric, Inc., Case No. 2:14-cv-04464, United States District Court for the Eastern District of Pennsylvania (worked on the team who obtained \$1.25 million for a class of Pennsylvania resident customers of Pennsylvania Gas & Electric)

Amy Silvis v. Ambit Northeast LLC, Case No. 2:14-cv-05005-ER, United States District Court for the Eastern District of Pennsylvania (worked on the team who obtained \$9.3 million for a class of Pennsylvania resident customers of Ambit Energy)

Basile v. Stream Energy Pennsylvania, LLC, et al., Case No.1:15-cv-01518-YK, United States District Court for the Middle District of Pennsylvania (worked on the team who obtained \$13.5 million for a class of Pennsylvania resident customers of Stream Energy)

Lori Sanborn, et al. v. Viridian Energy Inc., et al., Case No. 3:14-cv-01731-SRU, United States District Court for the District of Connecticut (worked on the team who obtained \$18.5 million for a nationwide class of customers of Viridian Energy).

Hamlen v. Gateway Energy Services Corporation, Case No. 7:16-cv-03526-VB-JCM, United States District Court for the Southern District of New York (appointed class counsel and worked on the team who obtained \$9.25 million for a class of New York, New Jersey, Pennsylvania, Maryland, Virginia, Kentucky, and Ohio resident customers of Gateway Energy).

Austin v. Kiwi Energy Services LLC, Case No. 515350/2017, New York State Supreme Court, Kings County (appointed lead counsel and worked on the team who obtained over \$1 million for a class of customers of Kiwi Energy)

Mr. Laukaitis is also involved in pending class action litigation against several other deregulated energy companies, representing customers throughout the nation, including:

Verde Energy, Sperian Energy, Just Energy, Gateway Energy, Palmco Energy, Greenlight Energy, and Agway Energy.

Mr. Laukaitis was also part of the team of attorneys who worked on Taha v. County of Bucks, No. 12-06867, United States District Court for the Eastern District of Pennsylvania, a seminal case which resulted in a jury verdict for a certified class of nearly 68,000 people. The jury awarded each member of the class \$1,000 in punitive damages.

ADMISSIONS

Pennsylvania

United States District Court for the Eastern District of Pennsylvania

United States District Court for the Northern District of Illinois

United States District Court for the Eastern District of Michigan

Exhibit 2B

Scott B. Cooper, Esq.

Mr. Cooper is a partner at the Harrisburg based personal injury law firm of Schmidt Kramer P.C. where he specializes in personal injury law with an emphasis on motor vehicle accident and insurance cases. An active member of the Pennsylvania Association for Justice (PAJ), Mr. Cooper served as its 2012-13 President. He is also chairman of its Legislative Policy Committee and has served on both the Executive Committee and Board of Governors. He is also the Treasurer of LAWPAC, the Association's PAC. Mr. Cooper has an AV Preeminent Martindale-Hubbell rating.

In November 2014, Mr. Cooper was appointed by then Pennsylvania Governor-elect Tom Wolf to act as a co-chair for the transition team committee overseeing the Department of the Commonwealth/State. In 2012, Mr. Cooper was appointed by the Pennsylvania Supreme Court to its Appellate Court Rules Committee. He has also been appointed as a Hearing Officer with the Pennsylvania Disciplinary Board. In 2020, Mr. Cooper was appointed by the Pennsylvania Supreme Court to its Civil Procedure Rules Committee.

Mr. Cooper has been named by Pennsylvania Super Lawyers as one of the top 100 lawyers in the Commonwealth every year since 2011. In 2008, Mr. Cooper was honored by PAJ and awarded its prestigious Milton D. Rosenberg Award for leadership and efforts for victims' rights. In 2005, Mr. Cooper received the Association's prestigious George F. Douglas Amicus Curiae Award for outstanding appellate advocacy. In addition, Mr. Cooper has been selected for inclusion as a Pennsylvania Super Lawyer every year from 2006 to the present, and in 2005 was a Pennsylvania Super Lawyer Rising Stars. He has also been named to the Best Lawyers In America each year since 2012.

Mr. Cooper has been actively involved many important appellate cases in the Pennsylvania Supreme and Superior Courts and United States Court of Appeals for the Third Circuit, including *Gallagher v. GEICO*, *Rush v. Erie Ins. Exch.*, *Rancosky v. Washington National*, *Allstate v. Wolfe*, *Ayers v. Geico*, *Heller v. League of Cities*, *Bumbarger v. Peerless*, *State Farm v. Rosenthal*, *Sackett v. Nationwide*, and *Smith v. Rohrbaugh*.

Mr. Cooper is also a member of the American Association for Justice (AAJ) and the Pennsylvania and Dauphin County Bar Associations. He is a member of the Dauphin County Bar Association and is currently its President-elect. In 2021 he was named to the Board of Directors of the Joe Allegrini Children's Hero Fund Board.

Mr. Cooper is an editor for the leading treatise on Pennsylvania Auto Insurance released in December 2012, the Third Edition of the *Pennsylvania Motor Vehicle Financial Responsibility Law, Pennsylvania Motor Vehicle Insurance: An Analysis of the Financial Responsibility Law*. He is also an editor of all supplements for the Third Edition and was also a contributing editor on the Second Edition of the treatise. He is also the author of *The A to Z of Civil Depositions in Pennsylvania* published by PBI Press in February 2013. The text is a manual for attorneys who need assistance and ideas with handling various types of civil depositions in the Pennsylvania state and federal courts.

Mr. Cooper received his J.D. from Widener University School of Law (1993) and his B.A. from the University at Albany (1990). He is a frequent lecturer and author; who is also involved with the community through the Harrisburg Jewish Community Center and as an Adjunct Professor at Widener Law Commonwealth.

Exhibit 2C

James C. Haggerty, Esq.

HAGGERTY, GOLDBERG, SCHLEIFER, & KUPERSMITH, P.C.

@ : jhaggerty@HGSKlawyers.com

P : (267) 350-6609

Mr. Haggerty is one of the founding partners of Haggerty, Goldberg, Schleifer & Kupersmith with offices in Philadelphia, Holland, Reading, Lancaster and Allentown. He focuses his practice upon plaintiff's personal injury, bad faith, class actions, UM/UIM claims and insurance coverage matters, having previously represented the insurance industry for over 30 years. He is consistently ranked in the top 100 Lawyers in Pennsylvania and Philadelphia. Mr. Haggerty served on the Board of the Pennsylvania Defense Institute, being President of that organization in 2007. He is currently a member of the Board of Governors of the Pennsylvania Association for Justice. Previously, he served on the Supreme Court Appellate Rules Committee for six years. In addition, he recently completed his term on the Disciplinary Board of the Supreme Court, having served as Chair for 2020-2021. He has argued numerous cases before the Superior and Supreme Courts of Pennsylvania as well as the Third Circuit Court of Appeals. Mr. Haggerty is a frequent lecturer on insurance, bad faith and motor vehicle law issues throughout the state.

While representing insurers from 1979 to 2012, Mr. Haggerty coordinated the defense of class action matters for the Nationwide Insurance Companies in matters throughout the United States. These cases involved various class matters arising under personal auto policies including personal injury protection coverage, installment payment plans, uninsured and underinsured motorist claims and property damage claims. These matters were litigated in Florida, Alabama, Texas, Oregon, Washington, Ohio, West Virginia and Pennsylvania.

Exhibit B

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAYLA STOCKDALE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

No. 2:19-CV-00845-WB

DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP
RE: PROPOSED NOTICE PLAN

I, Steven Weisbrot, declare as follows:

1. I am the President and Chief Innovation Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

4. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

5. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

6. My notice work comprises a wide range of class actions that include product defect, data breach, mass disasters, false advertising, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

7. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. For example, the Honorable Sarah Vance stated in her December 31, 2014 Order in *In Re: Pool Products Distribution Market Antitrust Litigation*, MDL No. 2328:

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan.... The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action notice programs:

(a) On February 24, 2017, The Honorable Ronald B. Rubin in *James Roy et al. v. Titeflex Corporation et al.*, No. 384003V (Md. Cir. Ct.), noted when granting preliminary approval to the settlement:

What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make a decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite.*** (Emphasis added).

(b) Likewise, on July 21, 2017, The Honorable John A. Ross in *In Re Ashley Madison Customer Data Security Breach Litigation*, MDL No. 2669 (E.D. Mo.), stated in the Court's Order granting preliminary approval of the settlement:

The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—***is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.*** (Emphasis added).

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

(c) In the *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, Case No. 17-md-02777-EMC (N.D. Cal.), in the Court’s February 11, 2019 Order, the Honorable Edward M. Chen ruled:

[In addition] the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice . . . practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

(d) On June 26, 2018, in his Order granting preliminary approval of the settlement in *Mayhew v. KAS Direct, LLC, et al.*, Case No. 16-cv-6981 (VB) (S.D.N.Y.), The Honorable Vincent J. Briccetti ruled:

In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed

by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

(e) A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

8. Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com/our_team.htm.

9. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of settlement and claims processing services.

10. Angeion has been retained as the administrator for this matter. This declaration will describe the Notice Program that we suggest implementing in this matter, including the considerations that informed the development of the plan, and why we believe it will provide Due Process of Law to the Class.

SUMMARY OF THE NOTICE PROGRAM

11. In my professional opinion, the Notice Program detailed below is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program provides for direct notice via mail and email, along with the implementation of a dedicated settlement website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

DIRECT NOTICE

Email Notice

12. Angeion has been advised that the Defendant's records contain contact information for approximately 48 Class Members. The direct email notice effort in this matter will consist of

sending individual email notice to all potential Class Members for whom email addresses are provided to Angeion.

13. As an initial matter, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause a Class Members’ spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Claim Form to the email notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Rather, in accordance with industry best practices, Angeion includes a link to all operative documents so that Class Members can easily access this information.

14. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24-72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

15. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level.

Mailed Notice

16. As part of the Notice Program, Angeion will send direct notice via the United States Postal Service (“USPS”) first-class mail, postage prepaid. The Notice will consist of the long form notice and claim form to all Class Members for whom Angeion is provided mailing addresses.

17. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Class to be updated utilizing the National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

18. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

19. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

20. For any Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

RESPONSE MECHANISMS

21. The proposed Notice Program will also implement the creation of a case-specific website, where Class Members can easily view general information about this case, review relevant case documents, and view important dates and deadlines pertinent to the case. The website will be designed to be user-friendly and make it easy for Class Members to find information about the case. The website will also have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will be able to file a claim directly on the website.

22. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of the rights and options pursuant to the terms of the case. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

23. Within ten days of the filing of the Class Action Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

CONCLUSION

24. The Notice Program outlined above includes direct notice to all reasonably identifiable Class Members via mail and email, coupled with the implementation of a dedicated Settlement Website and toll-free hotline to further inform Class Members of their rights and options pursuant to the terms of the Settlement.

25. In my professional opinion, if approved by this Court, the Notice Program described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out and objection deadlines. Moreover, it is my opinion that Notice Program is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Program has concluded, Angeion will provide a final report verifying its effective implementation to this court.

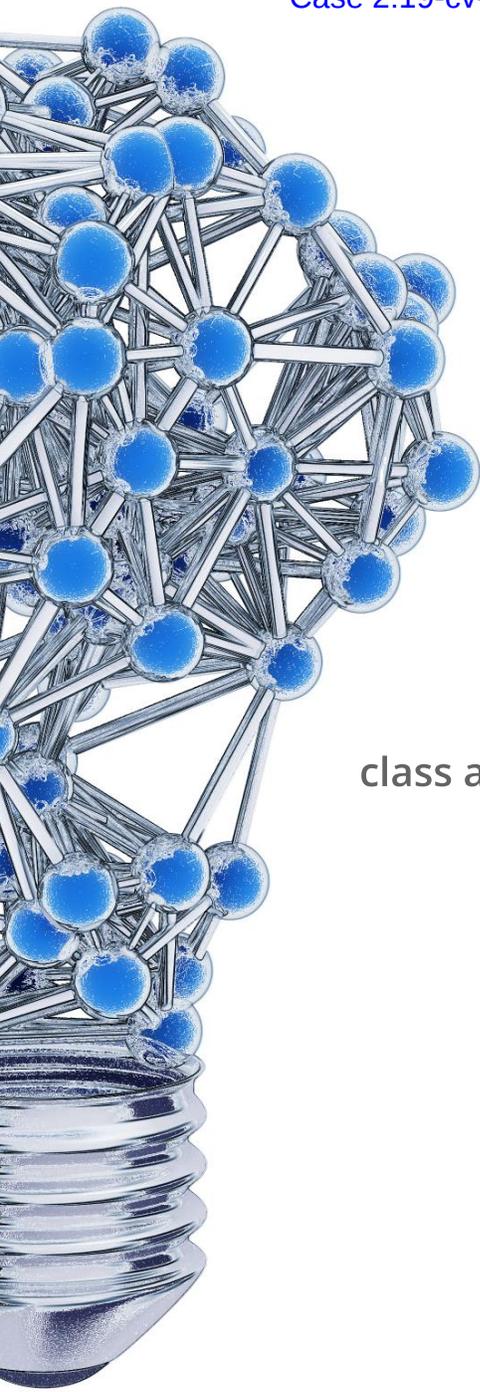
I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 3, 2021



Steven Weisbrot

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

JUDICIAL RECOGNITION

***BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.*****Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION**Case No. 2:19-mn-02886**

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.**Case No. 3:18-cv-05982**

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION**Case No. 8:16-md-02737**

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.**Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of

JUDICIAL RECOGNITION



the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

JUDICIAL RECOGNITION

***CLAY ET AL. v. CYTOSPORT INC.*****Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.**Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.**Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.**Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total

JUDICIAL RECOGNITION



Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United

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States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including

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individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

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IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby

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products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.



IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

**ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC****Case No. 384003V**

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**Case No. 2:08-cv-00051**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.**Case No. 2:15-cv-00259**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process...

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

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***FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.*****Case No. 1:15-cv-08372**

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION**MDL No. 2001/Case No. 1:08-wp-65000**

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.**Case No. 2:09-cv-08394**

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.**Case No. 0:13-cv-62496**

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court

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finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.