

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

MICHELLE ANDERSON, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

TRAVELEX INSURANCE SERVICES INC.
and TRANSAMERICA CASUALTY
INSURANCE COMPANY,

Defendants.

Case No. 8:18-cv-00362-JMG-SMB

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Michelle Anderson (“**Plaintiff**”) in the above-captioned action, *Anderson v. Travelex Insurance Services Inc., et al.*, No. 8:18-cv-00362-JMG-SMB (D. Neb.) (the “**Litigation**”), and Defendants Travelex Insurance Services Inc. (“**TIS**”) and Transamerica Casualty Insurance Company (“**TCIC**”) (collectively, “**Defendants**”), stipulate and agree, pursuant to the terms and conditions set forth in this Settlement Agreement (the “**Settlement Agreement**,” or “**Agreement**”), to settle, dismiss, and compromise the claims asserted against Defendants in the Litigation as set forth herein.

WHEREAS, up until December 31, 2017, TCIC was engaged in the business of underwriting single trip travel protection plans marketed and sold by TIS; and

WHEREAS, Plaintiff has asserted claims against Defendants in the Litigation, individually and on behalf of similarly situated persons insured under single trip travel protection plans underwritten and sold by Defendants; and

WHEREAS, Plaintiff alleges in the Litigation that Defendants' single trip travel protection plans offered both pre-departure and post-departure insurance benefits, and Plaintiff seeks to recover damages and/or restitution from Defendants on the alleged ground that she and other similarly situated insureds cancelled their insured travel pre-departure but did not receive a refund for the portion of premiums attributable to the coverage of post-departure risks, and Plaintiff claims in the Litigation that she and other similarly situated insureds should have received such a refund; and

WHEREAS, without conceding that any of her claims lack merit, Plaintiff and Class Counsel have concluded that it is in the best interests of the Settlement Class (defined below) to settle the Litigation on the terms set forth herein, and that the Settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class; and

WHEREAS, the Defendants in the Litigation vigorously deny any wrongdoing, liability, or fault whatsoever on their part, and specifically deny any alleged wrongdoing regarding the travel insurance plans at issue in the Litigation and their refund practices and procedures related to those plans, and further have asserted numerous defenses to the facts alleged, certification of a litigation class, and causes of action asserted in the Litigation, and maintain that their sale, administration, refund practices and procedures, and other actions with respect to the travel insurance plans have been proper, lawful, consistent with the terms of the plans, and appropriate in all respects; and

WHEREAS, the parties to the Litigation and their respective counsel, after extensive litigation, arm's length negotiation, and analysis, have agreed upon the terms and conditions set forth herein to settle and resolve the Litigation in order to avoid the expense, burden and risks associated with protracted litigation; and

WHEREAS, the parties to the Litigation desire and intend by this Agreement to settle finally and completely, and effectuate a final resolution of the Released Claims of all Settlement Class Members, and to provide for a complete, full, and final release of the Released Claims in favor of the Released Parties, as described below in detail;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Plaintiff, individually and on behalf of the Settlement Class as defined below, and Defendants, hereby agree to the full and complete settlement of the Litigation, subject to Court approval, according to the terms and conditions set forth herein.

A. DEFINITIONS

As used in this Settlement Agreement, the capitalized terms defined above and those defined in this section or elsewhere in the Agreement shall have the meanings so designated when used throughout this Agreement.

1. The term “**Action**” shall mean the civil action captioned *Michelle Anderson v. Travelex Insurance Services Inc., et al.*, Case No. 8:18-cv-00362-JMG-SMB, in the United States District Court for the District of Nebraska.

2. The term “**Agreement**” shall mean this Class Action Settlement Agreement together with all Exhibits referenced herein and attached hereto.

3. The term “**Class Counsel**” means all attorneys of record for Plaintiff in the Litigation.

4. The term “**Class Period**” means the period of January 1, 2014 to December 31, 2017.

5. The term “**Class Representative**” means Plaintiff Michelle Anderson.

6. The term “**Counsel for Defendants**” means Markham R. Leventhal, Julianna Thomas McCabe, and Michael N. Wolgin of Carlton Fields, PA.

7. The term “**Court**” means the United States District Court for the District of Nebraska.

8. The term “**days**” means calendar days and not court or business days unless otherwise indicated.

9. The term “**Defendants**” means TIS and TCIC, and their respective predecessors, parent and sister companies, successors, subsidiaries, affiliates, agents, insurers, and assigns.

10. The term “**Effective Date**” means the date on which the Final Approval Order and Judgment approving the Settlement becomes final and not subject to further appeal. If no appeal has been taken from the Final Approval Order and Judgment, the Effective Date means the date on which the time to appeal therefrom has expired. If any appeal has been taken from the Final Approval Order and Judgment, the Effective Date means the date on which all appeals therefrom including petitions for rehearing, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order and Judgment.

11. The term “**Final Approval Hearing**” means the hearing conducted by the Court to determine whether to grant final approval of this Settlement and to determine the fairness, adequacy, and reasonableness of this Settlement.

12. The term “**Final Approval Order and Judgment**” means the Final Approval Order and Judgment entered by the Court in the form attached to this Agreement as Exhibit E.

13. The term “**Gross Settlement Fund**” means the Settlement Amount of \$3,237,500, plus any accrued interest, less any advanced costs paid to the Settlement Administrator by

Defendants. It shall be the total amount from which Plaintiff and Settlement Class Members shall be paid, and from which settlement administration costs other than those costs advanced by Defendants (including, but not limited to, the cost of the Settlement Notice), and any Court-approved awards of attorneys' fees, Litigation Expenses, and the Class Representative Service Award, shall be paid. Defendants shall pay the Gross Settlement Fund into a common fund, which shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Class, shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. Defendants shall provide to the Settlement Administrator any documentation reasonably requested by the Administrator to facilitate obtaining Qualified Settlement Fund status. In no event shall Defendants be required to pay any additional sum for the settlement of this matter other than the Settlement Amount of \$3,237,500. If any interest accrues on the Gross Settlement Fund, all interest shall be paid into the Gross Settlement Fund.

14. The term “**Lead Counsel**” means Shanon J. Carson, Peter R. Kahana, Lane L. Vines, John Albanese, and Y. Michael Twersky of Berger Montague PC.

15. The term “**Litigation**” shall mean the civil action captioned *Michelle Anderson v. Travelex Insurance Services Inc., et al.*, Case No. 8:18-cv-00362-JMG-SMB, in the United States District Court for the District of Nebraska.

16. The term “**Litigation Expenses**” means the out-of-pocket costs and litigation expenses incurred or disbursed by Class Counsel in the Litigation for which Class Counsel intends

to apply to the Court for reimbursement out of the Gross Settlement Fund, which amount shall not exceed \$75,000 in the aggregate.

17. The term “**Net Settlement Fund**” means the amount of money remaining in the Gross Settlement Fund after the Gross Settlement Fund is reduced by the following amounts, as approved by the Court: (a) the service award to the Class Representative, (b) attorneys’ fees and Litigation Expenses, and (c) the Settlement Administration Costs paid from the Gross Settlement Fund.

18. The term “**Notice**” (also, “**Settlement Notice**”) means the written notice of the Settlement provided for under Section D of this Agreement and in the Preliminary Approval Order. The Notice shall include a long-form Notice of Class Action Settlement (“Long Form Notice”) to be posted on the Settlement Website, in the form attached as Exhibit A hereto, the email Notice of Class Action Settlement (“Email Notice”) in the form attached as Exhibit B hereto, and the postcard Notice of Class Action Settlement (“Postcard Notice”) substantially in the form attached as Exhibit C hereto. The Notice will be disseminated in accordance with the Notice Plan, subject to the approval of the Court in the Preliminary Approval Order.

19. The term “**Notice Date**” means the date, no later than thirty (30) days after the Preliminary Approval Date, on which the Settlement Administrator is to have posted the Long Form Notice on the live Settlement Website, and mailed or e-mailed the Postcard Notice and Email Notice.

20. The term “**Notice Plan**” shall have the meaning ascribed to it in Section D of this Agreement.

21. The term “**Objection and Opt-Out Deadline**” means the date sixty (60) days after the Notice Date or as otherwise set forth in the Court’s Preliminary Approval Order.

22. The term “**Parties**” means Plaintiff and Defendants.
23. The term “**Person**” or “**Persons**” means any individual or entity, public or private.
24. The term “**Plaintiff**” means Michelle Anderson.
25. The term “**Plan**” or “**Plans**” (also, “**Travel Plan**” or “**Travel Plans**”) means any single-trip travel protection plan with insurance that included post-departure coverage, underwritten by TCIC and administered by TIS during the Class Period, and includes each and every travel protection plan at issue in the Litigation and addressed by this Agreement.
26. The term “**Preliminary Approval Date**” means the date on which the Court enters the Preliminary Approval Order.
27. The term “**Preliminary Approval Order**” means the Order attached to this Agreement as Exhibit D, which, upon entry by the Court will preliminarily approve the Settlement, approve the Notice Plan, and schedule a Final Approval Hearing to address final approval of the Settlement.
28. The term “**Release**” means the release of claims set forth in Section F.
29. The term “**Released Claims**” means the claims released as set forth in Section F.
30. The term “**Released Parties**” is defined in Section F.
31. The term “**Releasing Parties**” is defined in Section F.
32. The term “**Service Award**” means a monetary payment to the Plaintiff, in addition to a Settlement Payment, which shall be subject to Court approval.
33. The term “**Settlement**” means the settlement between Plaintiff, TCIC, TIS, and members of the Settlement Class, as contemplated by this Agreement.

34. The term “**Settlement Administrator**” means Angeion Group, LLC, the class action settlement administrator agreed upon by counsel for the Parties and to be appointed by the Court to administer the Settlement.

35. The term “**Settlement Administration Costs**” means the reasonable fees and expenses charged by the Settlement Administrator for the administration of this Settlement, including the costs associated with: (i) the Notice Plan; (ii) administering, calculating, and distributing of payments under the Settlement to Settlement Class Members; and (iii) all other reasonable fees, expenses, and costs incurred or billed by the Settlement Administrator to provide administrative services in connection with this Settlement consistent with the terms of this Settlement Agreement.

36. The term “**Settlement Class**” or “**Class**” means, for purposes of this Settlement only, all persons in the United States who have been identified by Defendants as insured under a Travel Plan purchased within the Class Period, and for whom a claim for trip cancellation benefits was initiated under the Travel Plan. The Parties acknowledge that the third party administrator handling trip cancellation claims for the Travel Plans identified no more than 105,284 potential Settlement Class Members. Excluded from the Settlement Class are: (i) all persons who previously received a refund of premium from the Defendants for any Travel Plan(s) at issue in the Litigation; (ii) all persons who previously entered into a written agreement with the Defendants releasing all claims related to a Travel Plan(s) at issue in the Litigation; (iii) all insureds for whom no premium was charged under a Travel Plan; and (iv) all persons who during the Class Period were officers, directors, or employees of either of the Defendants.

37. The term “**Settlement Class Member**” means a person within the Settlement Class who does not submit a timely and valid request for exclusion from the Settlement pursuant to Section E below.

38. The term “**Settlement Payment**” means a payment sent by the Settlement Administrator to a Settlement Class Member.

39. The term “**Settlement Website**” means the dedicated Settlement Website to be established by the Settlement Administrator.

B. CERTIFICATION OF THE SETTLEMENT CLASS; PRELIMINARY APPROVAL OF THE SETTLEMENT

1. Settlement Class Certification. Defendants agree not to object to the certification of the Class for settlement purposes only pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. The certification of a Settlement Class pursuant to this Agreement shall not constitute an admission or acknowledgement of any kind that the certification of a class under Rule 23 would be appropriate outside of the settlement context or absent this Agreement. By entering into this Agreement, the Defendants are not waiving any of their defenses or objections in the Litigation, nor are they agreeing that the criteria for class certification could be met outside of the settlement context or absent the terms of this Agreement. If the Settlement is not approved for any reason, or if the Effective Date is not reached, Defendants expressly reserve the right to assert all of their objections and defenses to certification of any class for trial purposes, and neither Class Counsel nor Plaintiff or any Settlement Class member shall offer the terms of this Agreement as evidence

in support of any motion to certify a class outside of the Settlement context in this or in any other proceeding.

2. Preliminary Approval.

a. On or before June 11, 2021, Lead Counsel shall file a copy of this Agreement with the Court and shall file a Motion for Preliminary Approval of the Settlement consistent with this Agreement, requesting entry of the Preliminary Approval Order in the form of Exhibit D attached hereto. The Preliminary Approval Order shall include provisions:

i. Finding that the Parties have provided to the Court, through this Agreement, the Motion for Preliminary Approval of Class Action Settlement, and any response thereto by Defendants, information sufficient to enable the court to determine whether to give notice of the proposal to the Class;

ii. Preliminarily appointing Plaintiff as the Class Representative, and preliminarily appointing Lead Counsel as counsel for the Settlement Class;

iii. Preliminarily approving the Settlement as being within the range of reasonableness such that the Settlement Notice should be provided to the Settlement Class Members;

iv. Approving the Notice Plan and Settlement Notice, and directing that the Notice Plan be implemented and the Settlement Notice be given as set forth in Section D of this Settlement Agreement;

v. Scheduling the Final Approval Hearing approximately 90 days following the Notice Date, or as soon thereafter as practicable;

vi. Appointing the Settlement Administrator;

vii. Providing that any objections by any Settlement Class Member to the Settlement Agreement shall be heard and any papers submitted in support thereof shall be

considered by the Court at the Final Approval Hearing only if, on or before the Objection and Opt-Out Deadline specified in the Settlement Notice and the Preliminary Approval Order, the objecting Settlement Class Member follows the procedures for objecting set forth in this Settlement Agreement and in the Preliminary Approval Order;

viii. Establishing dates by which the Parties shall file any papers in support of the motion for final approval of the Settlement, in support of Class Counsel's motion for attorneys' fees and expenses and service awards, and in response to any valid and timely objections;

ix. Providing that all Persons in the Settlement Class will be bound by the Final Approval Order and Judgment, except those Persons who submit to the Settlement Administrator a valid and timely written request for exclusion in accordance with this Settlement Agreement and the Settlement Notice; and

x. Providing that, pending the Final Approval Hearing and the Effective Date, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed.

xi. Providing that, from the date of entry of the Preliminary Approval Order until the Court holds the Final Approval Hearing, all Settlement Class Members (except those who have requested exclusion) shall be barred from asserting any claims for which a release will be given if the Court approves the settlement.

b. Following the entry of the Preliminary Approval Order, the Notice Plan shall be effectuated as set forth herein and in the Preliminary Approval Order. The Parties agree that the methods of Settlement Notice described in this Settlement Agreement are valid, effective, and provide the best notice practicable to the Settlement Class solely for the purposes of the

Settlement, and the Settlement Administrator shall provide Lead Counsel and Counsel for Defendants with a declaration detailing the manner in which the Notice Plan in its professional opinion provides the best practicable notice under the circumstances, and is reasonably calculated to apprise Settlement Class members of the Litigation, the Settlement Agreement, their objection rights, and their opt-out rights.

c. Upon entry of the Preliminary Approval Order, Plaintiff, Class Counsel, Defendants, and Counsel for Defendants agree to use reasonable and good faith efforts to effectuate the Court's final approval of the Settlement, including by filing the necessary motion papers and scheduling any necessary hearings for a date and time convenient for the Court.

C. DISTRIBUTION OF THE SETTLEMENT FUND

1. **Settlement Amount.** In exchange for the Release of the Released Claims described below, Defendants shall pay \$3,237,500.00 (the "**Settlement Amount**"), which shall be received, held, and distributed in accordance with the process outlined below. The Settlement Amount shall represent the full extent of Defendants' financial obligations under this Settlement Agreement. Upon the Settlement reaching the Effective Date, there shall be no reversion to Defendants of the Settlement Amount under any circumstance.

2. **Payment of Gross Settlement Fund.** Within ten business days after the entry of the Preliminary Approval Order and timely receipt of appropriate wiring instructions, Defendants will remit \$65,850 to the Settlement Administrator, which is the estimated cost of providing the Notice. Within ten business days after the Effective Date, Defendants will remit the Settlement Amount less the amount previously paid to the Settlement Administrator in connection with the cost of providing the Notice.

3. **Distribution of Net Settlement Fund to Class Members.** The Net Settlement Fund shall be distributed by the Settlement Administrator to Settlement Class Members. The Settlement Administrator shall begin the process of distributing the Net Settlement Fund no later than 30 days after the Effective Date. Each Settlement Class Member shall be eligible for a Settlement Payment from the Net Settlement Fund, which shall be calculated as a pro rata portion of the Net Settlement Fund, and based on a percentage of the premium paid to insure that Settlement Class Member under their applicable Travel Plan. The percentage of premium shall be the same for every Settlement Class Member unless a Settlement Class Member would receive a payment of less than \$5.00, in which event, the percentage of premium will be increased until the payment reaches \$5.00.

4. **Form of Payment.** The Settlement Administrator will send the appropriate Settlement Payment by check to every Settlement Class Member for whom a mailing address has been provided, except that a check will not be sent to any Settlement Class member whose Postcard Notice is returned as undeliverable, and for whom no forwarding address has been found by the Settlement Administrator, and for whom no other address is provided by the Settlement Class Member prior to the Effective Date. Additionally, in lieu of receiving a check, Settlement Class Members may opt to receive their Settlement Payment electronically. As part of the Notice Plan, the Settlement Administrator will provide one or more options for Settlement Class Members to receive their Settlement Payment via a secure and verifiable electronic deposit such as Paypal, Venmo, or other reasonable and valid means made available by the Settlement Administrator.

5. **Check Cashing Deadline.** For all Settlement Payments distributed by check, Settlement Class Members shall have 180 days to cash their Settlement Payment check (the “**Check Cashing Deadline**”). Checks will include the following language: “void after 180 days.”

Any Settlement Class Member who does not cash a Settlement Payment check addressed to them by the Check Cashing Deadline waives the right to any Settlement Payment, but will remain in the Settlement Class and will be bound by the Release.

6. **Residual Settlement Fund.** If a portion of the Net Settlement Fund remains following the distribution by the Settlement Administrator to Settlement Class Members of the Settlement Payments and after the expiration of the Check Cashing Deadline, then such remaining funds will be distributed to a *cy pres* recipient to be agreed to by the Parties and approved by the Court. If the Parties cannot agree, the Court shall select a *cy pres* recipient. However, if the amount remaining is of such an amount that, in the discretion of Lead Counsel and the Settlement Administrator, it is feasible that such monies should be redistributed to the Settlement Class Members who have previously received a Settlement Payment electronically or cashed their Settlement checks, then Lead Counsel may petition the Court for an Order to distribute the remaining Net Settlement Fund, net of the Settlement Administrator's additional fees and costs, to those Settlement Class Members rather than making a *cy pres* distribution.

7. **Service Award to Plaintiff.** Class Counsel will petition the Court for a service award of up to \$6,500 for Plaintiff in this matter. If approved by the Court, any Service Award will be paid to Plaintiff from the Gross Settlement Fund, at the same time that Settlement Payments are sent to the Settlement Class Members. Plaintiff's Service Award shall be in addition to the Settlement Payment paid to Plaintiff pursuant to the distribution of the Net Settlement Fund noted above.

8. **Attorneys' Fees and Litigation Expenses.** Class Counsel will apply to the Court for an award of attorneys' fees and Litigation Expenses to be paid from the Gross Settlement Fund. The application for attorneys' fees shall not exceed one-third of the Settlement Amount. Class

Counsel also intend to petition for their Litigation Expenses to be paid from the Gross Settlement Fund, not to exceed \$75,000. By signing this Agreement, the Parties warrant that Defendants' agreement not to oppose Class Counsel's attorneys' fees and reasonable expenses identified herein, and Plaintiff's Service Award, were obtained only after the material terms for the relief to the Settlement Class were agreed upon. Defendants agree not to oppose Class Counsel's Motion for Approval of Attorneys' Fees and Litigation Expenses, and Plaintiff's Service Award so long as it is consistent with this paragraph and the preceding paragraph concerning the Plaintiff's Service Award.

9. **Timing of Motion for Fees, Costs and Service Award.** Within the time period established by the Court, and no later than fourteen (14) days before the Objection and Opt-Out Deadline, Class Counsel will file a Motion for Approval of Attorneys' Fees, Litigation Expenses, and Plaintiff's Service Award, to be paid out of the Gross Settlement Fund which motion shall be published by the Settlement Administrator on the Settlement Website.

10. **Settlement Administration Expenses.** In the Motion for Final Approval of Class Action Settlement, Class Counsel shall apply to the Court for any unpaid costs of the Settlement Administrator to be paid from the Gross Settlement Fund.

11. **Timing of Payment of Attorneys' Fees, Costs.** Any award of attorneys' fees and Litigation Expenses approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Fund to Lead Counsel within fifteen (15) business days after the Effective Date.

D. SETTLEMENT ADMINISTRATION AND NOTICE PLAN

1. **Settlement Administrator Duties Regarding the Parties' Information.** The Settlement Administrator shall use information acquired from the Parties as the result of this

Agreement solely for purposes of administering this Settlement and maintain reasonable data security measures.

2. **Settlement Administrator Accounting.** The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses, and payments made pursuant to this Agreement. The accounting shall be made available on reasonable notice at any time to Lead Counsel and Counsel for Defendants.

3. **Notice Plan.** The Notice Plan utilized to provide notice of this Settlement to the Settlement Class shall be approved in the Court's Preliminary Approval Order. The Notice Plan shall be effectuated by the Settlement Administrator and shall include:

a. **Settlement Class Member Information.** Within five (5) business days of the entry of the Preliminary Approval Order, Defendants shall send to the Settlement Administrator in a secure manner the following contact information from Defendants' electronically searchable records for Settlement Class members, if known: the Settlement Class member's name, address, email address, and the amount of the premium paid to insure that Settlement Class member under their applicable Travel Plan, for which a trip cancellation claim was initiated on or after January 1, 2014.

b. **Direct Notice.** Within 30 days of the Preliminary Approval Order, the Postcard Notice and the Email Notice shall be disseminated to all Settlement Class members for whom a mailing or email address has been provided by Defendants. Prior to mailing the Postcard Notice, the Settlement Administrator shall use the U.S. Postal Office's National Change of Address System to verify or update address information for members of the Settlement Class. Prior to sending the Email Notice, the Settlement Administrator shall use software to correct errors in email addresses provided for members of the Settlement Class.

Should any Postcard Notice be returned as undeliverable without a forwarding address, the Settlement Administrator shall attempt to update address information by performing a skip trace. Should any Postcard Notice be returned with a forwarding address, the Settlement Administrator shall remail the Postcard Notice to the forwarding or updated address, if available.

c. **Settlement Website.** On the Notice Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the Settlement using the domain name mutually agreed by the Parties. The Settlement Website shall be maintained by the Settlement Administrator through the conclusion of the check-cashing period. The domain name of the Settlement Website shall be included in any Settlement Notice. The Settlement Website shall include: (i) the Long Form Notice; (ii) the Settlement Administrator's toll-free phone number applicable to the Settlement; (iii) copies of the Complaint, this Settlement Agreement and its exhibits, any Court Orders regarding the Settlement, Class Counsel's Motion for Approval of Attorneys' Fees and Litigation Expenses; (iv) the ability for Settlement Class Members to update their addresses; (v) the ability for Settlement Class Members to select to receive any Settlement Payments via Paypal, Venmo, or other reliable electronic means made available at the discretion of the Settlement Administrator; and (vi) a Frequently Asked Questions page regarding the Settlement with content approved by the Parties. Court filings that become available after the Settlement Website goes live will be posted by the Settlement Administrator to the Settlement Website within a reasonable period of time.

d. **Toll-Free Number for Settlement Administrator.** On the Notice Date, the Settlement Administrator shall establish a toll-free telephone number that will provide

Settlement Class Members with information regarding the Settlement and direct them to the Settlement Website. The toll-free number shall be included in all Notices. During the Claim Period, the Settlement Administrator shall provide an Interactive Voice Response (“IVR”) system during regular business hours. The IVR system shall be capable of (i) receiving requests for the Notice of Settlement; and (ii) providing general information concerning deadlines for opting out of or objecting to the Settlement, the dates and locations of relevant Court proceedings, including the Final Approval Hearing, and directions to the Settlement Website.

e. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, Defendants shall cause to be mailed all required notices in accordance with their obligations thereunder.

f. **Uncashed Settlement Payment Checks.** Ninety (90) days in advance of the 180-day checking cashing deadline, the Settlement Administrator shall send a check-cashing reminder by email and/or postcard (if email is unavailable) to Settlement Class Members who were sent but have not yet cashed their check.

4. **Proof of Compliance with Notice Plan.** The Settlement Administrator shall provide Lead Counsel and Counsel for Defendants with a declaration detailing its compliance with the Notice Plan, in sufficient time to be filed as an exhibit to Plaintiff’s Motion for Final Approval.

5. **Settlement Administrator Records.** The Settlement Administrator shall maintain and preserve records of all of its activities, including logs of any telephone calls, emails, faxes, mailings, visits to the Settlement Website, and all other contacts with actual and potential members of the Settlement Class. The Settlement Administrator shall also maintain a running tally of the number of and types of materials mailed or disseminated by the Settlement Administrator. The Settlement Administrator shall provide Lead Counsel and Counsel for Defendants with weekly written reports, beginning on the Notice Date and continuing until the end of the check-cashing

period, summarizing all statistics and actions taken by the Settlement Administrator in connection with administering the Settlement.

6. **No Liability for Claims Administered Pursuant to Agreement.** No Person shall have any claim against Defendants (or Defendants' parents, subsidiaries, affiliates, officers, directors, employees or agents), Counsel for Defendant, Plaintiff, Class Counsel, Lead Counsel, the Released Parties, and/or the Settlement Administrator based on any determinations, distributions, actions taken, or awards made, with respect to this Settlement, so long as each of these individuals and entities act in accordance with the Settlement Agreement, the Preliminary Approval Order, and Final Approval Order.

E. OPT-OUTS AND OBJECTIONS

1. **Requests for Exclusion.**

a. Any member of the Class who wishes to opt-out and be excluded from the Settlement Class may do so, but must submit a written request ("Request for Exclusion ") to the Settlement Administrator on or before the Objection and Opt-Out Deadline set forth in the Preliminary Approval Order which shall be no later than 60 days after the Notice Date. A Settlement Class member who submits a Request for Exclusion cannot object to the Settlement and is not eligible to receive a Settlement Payment or any other relief under the Settlement.

b. In order to be valid and effective, a Request for Exclusion must be sent by first class mail properly addressed to the Settlement Administrator, postmarked by the Objection and Opt-Out Deadline, and (i) must include the full name and address of the Class member seeking exclusion, (ii) must bear the individual signature of the Class member seeking exclusion, and (iii) must clearly state that the person desires to be excluded from the Class. No person shall be permitted to request exclusion from the Settlement Class on behalf of any other

Class members, except that a legal representative or guardian may submit a Request for Exclusion on behalf of a deceased, incapacitated, or minor Class member. Each Class member seeking to exclude themselves from the Settlement, regardless of whether they were covered under the same Travel Plan as another Class member, must submit an individually signed Request for Exclusion in order to be excluded from the Settlement Class. Requests for Exclusion cannot be made on a group or class basis and any attempt to opt out a group or class of individuals shall be null and void.

c. The Settlement Administrator will provide copies of all Requests for Exclusion to Lead Counsel and Counsel for Defendants on a weekly basis.

d. Any Settlement Class Member who does not submit a valid and timely written Request for Exclusion as provided herein shall be bound by all subsequent proceedings, orders and judgments in this Litigation, including but not limited to the Release and the Final Approval Order and Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

e. A member of the Settlement Class who opts out can, on or before the Objection and Opt-Out Deadline, withdraw their Request for Exclusion by submitting a written or emailed request to the Settlement Administrator stating their desire to revoke their Request for Exclusion and containing their actual written signature or electronic signature. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a Request for Exclusion.

f. No later than fourteen (14) days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide to Lead Counsel and Defendants a complete list of opt-outs, together with copies of the opt-out requests and any other related information.

g. Other than responding to questions from Class members about the procedures for completing a Request for Exclusion provided by this Section, Class Counsel shall not directly or indirectly assist, cooperate with, or aid in any way Class members in excluding themselves from the Settlement or pursuing any separate actions against the Defendants or the Released Parties.

2. **Objections.** Any Settlement Class Member who does not submit a written Request for Exclusion may appear at the Final Approval Hearing or submit a written objection to the Settlement explaining why they believe that the Settlement should not be approved by the Court as fair, reasonable, and adequate.

a. A Settlement Class Member who wishes to object or appear must file with the Clerk of the Court, at the address identified on the Settlement Website, and separately mail to the Settlement Administrator, a detailed written statement, postmarked by the Objection and Opt-Out Deadline, stating any objection(s) in detail and any specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention; and whether any objection applies only to the objector, to a specific subset of the class, or to the entire class.

b. That written statement shall clearly identify the case name and number, and in addition to the details set forth above with respect to the objection, shall contain (i) the Settlement Class Member's printed name, address, telephone number, and email address; (ii) evidence showing that the objector is a Settlement Class Member; (iii) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the Settlement Class Member

making the objection; and (v) a statement of whether the objecting Settlement Class Member or their counsel intends to appear at the Final Approval Hearing.

c. A Settlement Class Member may object on their own behalf or through an attorney; provided, however, that even if represented, the objector must individually sign the objection, and timely file the objection and mail a copy to the Settlement Administrator. All attorneys who are involved in any way in asserting the objection must be listed on the objection.

d. On a weekly basis, the Settlement Administrator shall provide counsel for the Parties with copies of any objections it receives.

e. Any objector who files and serves a valid and timely written objection or intends to appear as described above may appear at the Final Approval Hearing, either in person or through separate counsel hired at the objector's expense, to object to the Settlement on the basis set forth in his or her objection; provided, however, that any objector or attorney for an objector who intends to make an appearance at the Final Approval Hearing must in their timely objection state their intention to appear. If the Settlement Class Member or their attorney wish to speak at the Final Approval Hearing, their written notice of intent must identify by name, address, and telephone number the person(s) who intend(s) to appear, including any witnesses and a summary of any witness testimony the Settlement Class Member intends to present during their appearance.

f. Any Settlement Class Member who does not comply with the foregoing provisions shall waive and forfeit any and all rights to object to the Settlement, and shall be bound by all terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation, including but not limited to the Release and the Final Approval Order and Judgment.

g. A member of the Class who submits a valid Request for Exclusion may not object to the Settlement or speak at the Final Approval Hearing. Objections filed by Class members who have excluded themselves from the Class will not be considered.

h. The procedures for filing objections and appearing at the Final Approval Hearing are intended to ensure the fair and efficient administration of justice, consistent with the Federal Rules of Civil Procedure and due process.

i. A Settlement Class Member who objects can withdraw their objection before the Final Approval Hearing by submitting a signed written request or email containing an electronic signature to the Settlement Administrator stating their desire to withdraw their objection. The Settlement Administrator will forward all such requests to Lead Counsel and Defense Counsel on a weekly basis, and will ensure that all such requests submitted prior to the date of the Final Approval Hearing are forwarded prior to the Final Approval Hearing.

F. RELEASE OF CLAIMS

1. **Release.** Upon the Effective Date, the Plaintiff and all Settlement Class Members, on behalf of themselves and all of their agents, heirs, estates, executors and administrators, successors, assigns, insurers, attorneys, representatives, and any and all Persons who seek to claim through or in the name or right of any of them (the “Releasing Parties”), expressly and irrevocably release and forever discharge, upon good and sufficient consideration, Defendants and all of their respective present and former administrators, insurers, reinsurers, firms, parents, subsidiaries, and affiliates, and all of Defendants and the foregoing Persons’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, indemnitees, attorneys, and representatives (collectively, the “Released Parties”), from any and all claims, demands, complaints, disputes, causes of action, rights of action, suits, debts, liabilities,

obligations, and damages of every nature whatsoever, on any legal or equitable ground, whether based on federal, state, or local law, statute, ordinance, regulation, common law, private contract, agreement or any other authority, asserted or unasserted, known or unknown, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or related in any way to the Litigation or the subject matter of the Litigation, and which were or could have been asserted in the Litigation based upon the facts alleged, including, without limitation, any and all claims for attorneys' fees, costs, or expenses, and any and all past and present claims, damages, or liability on any legal or equitable ground whatsoever ("Released Claims"). This Release is as a result of the Settlement Class Members' membership in the Settlement Class and status as Releasing Parties, the Court's approval process herein, and the occurrence of the Effective Date and is not conditioned on receipt of payment by any particular Settlement Class Member or Releasing Party. The Released Claims do not include either pending or as yet unfiled policyholder claims for trip cancellation benefits under the Travel Plans.

2. **Good Faith Settlement.** The Releasing Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Code of Civil Procedure Sections 877 and 877.6, Hawaii Revised Statutes Section 663-15.5, and comparable laws in other states. Plaintiff and Class Counsel will not oppose a motion by Defendants in a subsequent action contending that this is a good faith settlement.

3. **Assumption of Risk.** Each of the Releasing Parties hereby does, and shall be deemed to, assume the risk that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released here. Nevertheless, it is the intent of the Settlement to fully, finally and forever settle and release all such matters and all claims relating thereto, which

exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action). It is expressly understood that the Release will extinguish all claims of every nature regardless of whether the claims are known at the time of the Settlement or Final Approval Order and Judgment. Each of the Releasing Parties agrees that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing Release, which shall remain in full force and effect.

4. **California Civil Code and Any Counterparts from Other States.** All Releasing Parties will be deemed by the Final Approval Order and Judgment to acknowledge and waive Section 1542 of the California Civil Code, which provides that: “**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**” Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that

they have against the Released Parties. In furtherance of such intention, the Release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. The Notice shall expressly inform all Settlement Class Members of the contents and effect of Section 1542, and based on express or constructive knowledge, the Settlement Class Members hereby expressly waive whatever benefits they may have had pursuant to such section. Plaintiff acknowledges, and the Releasing Parties shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the Settlement of which this Release is a part.

5. **Injunction.** Upon the Effective Date, Plaintiff and the Settlement Class Members who have not timely and properly opted out and excluded themselves from the Settlement shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction asserting or based upon any claims or causes of action released in the Settlement and Final Approval Order and Judgment; and from soliciting or encouraging any other Class members to participate in any such lawsuit, action, or proceeding.

6. **Dismissal with Prejudice.** Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Agreement and the Released Claims of the Settlement Class Members and Releasing Parties will be dismissed with prejudice whether or not they received actual notice of the Litigation or this Settlement.

G. FINAL APPROVAL

1. **Motion for Final Approval of Settlement.** Pursuant to the schedule to be set by the Court in its Preliminary Approval Order and at least fourteen (14) days before the Final Approval Hearing, Lead Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of the Final Approval Order and Judgment. The Final Approval Order and Judgment shall include provisions:

a. Determining that the Court has personal jurisdiction over Plaintiff and Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in this Litigation and to approve the Settlement, and that venue is proper;

b. Certifying the Settlement Class for settlement purposes only;

c. Finally approving the Settlement Agreement and Settlement as fair, reasonable, adequate and consistent and in compliance with all applicable requirements of Federal Rule of Civil Procedure 23 and due process;

d. Finding that the Notice Plan, Settlement Notice, and dissemination methodology complied with all applicable laws, including the Due Process Clause, and: (i) was fair, adequate and sufficient; (ii) constituted the best practicable notice under the circumstances; and (iii) was reasonably calculated to apprise Settlement Class Members of the Litigation, the Settlement Agreement, their objection rights, their right to appear at the Final Approval Hearing, and their opt-out rights;

e. Dismissing the Litigation on the merits and with prejudice and without fees or costs except as provided herein, which may be awarded in a related Order of the Court;

f. Incorporating the Release provisions of this Agreement, making the Release effective as of the Effective Date, and forever discharging the Released Parties from any claims or liabilities for any Released Claims;

g. Finding that Class Counsel and the Plaintiff have adequately represented the Class for purposes of entering into and implementing the Settlement;

h. Adjudging that the Releasing Parties have conclusively and forever settled and released the Released Claims against Defendants and all Released Parties;

i. Finding that the notification requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met;

j. Authorizing the Parties to implement the terms of the Settlement Agreement;

k. Permanently barring and enjoining Plaintiff and all other Settlement Class Members and those subject to their control, from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on their behalf, any Released Claims against the Released Parties as set forth above;

l. Retaining personal jurisdiction over the Settlement Class Members and jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order and Judgment, and for any other necessary purpose without affecting the finality of the Final Approval Order and Judgment;

m. Providing that neither this Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement shall be considered, used, or construed as an admission of any wrongdoing or liability by Defendants or any Released Party, and neither the terms of this Agreement nor any proposals, negotiations, communications,

documents, or discussions preceding or related to the Settlement of this Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of this Agreement;

n. Reserving jurisdiction to issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation; and

o. Incorporating any other provisions not inconsistent with the Agreement that the Court deems necessary and just.

2. **Exclusive Remedy and Jurisdiction of Court.** All Settlement Class Members who do not properly file a timely written Request for Exclusion from the Settlement Class submit to the jurisdiction of the Court and will be bound by the terms of this Agreement, including, without limitation, the Release set forth herein. This Agreement sets forth the sole and exclusive remedy for any and all claims of Settlement Class Members against Defendants and the Released Parties based upon the Settlement Class Members being previous insureds under a Travel Plan who cancelled their insured travel but did not receive refunds from Defendants for the portion of premiums paid for the coverage of post-departure risks. Upon entry of the Final Approval Order and Judgment, each Settlement Class Member who has not validly and timely opted out of the Settlement Class shall be barred from initiating, asserting, continuing, or prosecuting any such claims against Defendants and any Released Party. The Released Claims do not include either pending or as yet unfiled policyholder claims for trip cancellation benefits under the Travel Plans.

H. OTHER TERMS AND CONDITIONS

1. **No Admission of Liability.** The Parties expressly acknowledge that this Agreement is made in compromise of disputed claims, and that neither this Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement

shall be considered, used, or construed as an admission of any wrongdoing or liability by Defendants or any Released Party, and that, to the contrary, the Defendants expressly deny any wrongdoing, liability, or fault of any kind. Neither the terms of this Agreement nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or this Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of this Agreement. In the event that the Effective Date does not occur, this Agreement shall be terminated and only those provisions necessary to effectuate such termination and to restore fully the Parties to their respective positions before entry of this Agreement shall be given effect and enforced. In such event, the Parties shall bear their own costs, except that Defendants shall bear the costs of Settlement Administration up until the date that the Agreement is terminated.

2. **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments.

3. **Defendants' Attorneys' Fees and Costs.** Defendants shall bear their own attorneys' fees and costs in the Litigation.

4. **Representation by Counsel.** The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Agreement. Each Party represents that it understands the terms and consequences of entering into this Agreement and executes it and agrees to be bound by the terms set forth herein knowingly and voluntarily.

5. **Public Statements.** Prior to the Effective Date, Plaintiff, Defendants, Class Counsel, and/or Defendants' Counsel shall not hold any press conference or issue any press release

or public statements regarding the Settlement reflected in this Stipulation without the express written consent of Lead Counsel and Defendants' Counsel. Plaintiff, Defendants, Class Counsel, and/or Defendants' Counsel may, however, make such statements as may be required to the Court, and they may make such disclosures as may be required by law or to submit to a government agency, or as may be necessary for financial purposes (including without limitation, tax and audit purposes), or as appropriate to their employees or agents, or to respond to inquiries by Settlement Class members relating to the Settlement reflected in this Agreement, or to effectuate the Settlement. Defendants may also respond to inquiries from their customers or business partners about the Settlement. Class Counsel may include information about the Settlement in their bios/CVs. To the extent that Plaintiff, Defendants, Class Counsel, and/or Defendants' Counsel desire to disseminate any other public statement regarding the Settlement reflected in this Agreement prior to the Effective Date, such statement must be mutually agreed upon in writing by Lead Counsel and Defendants' Counsel prior to any such statement being made.

6. **Mutual Cooperation.** The Parties agree to cooperate with each other in good faith to accomplish the terms of this Agreement as may reasonably be necessary to implement the terms of this Agreement and obtain the Court's final approval of the Agreement including the entry of the Final Approval Order and Judgment dismissing the Litigation with prejudice. Plaintiff will share a draft of the motions seeking preliminary and final approval before filing with the Court.

7. **Other Notices.** Unless otherwise specifically provided herein, other than the Notice to the Settlement Class, all notices, demands, or other communications given hereunder shall be in writing by mail or email and addressed to the undersigned counsel for the Parties.

8. **Drafting of Agreement.** The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No

Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of this Agreement are contractual and are the product of arms-length negotiations between the Parties and their counsel. The Parties, through their counsel, cooperated in the drafting and preparation of this Agreement, and this Agreement shall not be construed against any Party because of their role in drafting it.

9. **Governing Law.** This Agreement and the Exhibits hereto will be construed and enforced in accordance with, and governed by, the Federal Rules of Civil Procedure, the Due Process clause of the United States Constitution, and the Class Action Fairness Act. The substantive laws of the State of Nebraska will apply to the extent that any issue of state law is implicated, without giving effect to the choice-of-law principles of that or any other state.

10. **Modification.** This Agreement may not be changed, altered, or modified, except in writing and signed by all Parties hereto. The Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

11. **Integration.** This Agreement and its Exhibits contain the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or its counsel, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly included in this Agreement. No rights hereunder may be waived except in writing.

12. **Use in Other Proceedings.** The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of

evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Litigation, in any other action, or in any judicial, administrative, regulatory or other proceeding, except to enforce this Settlement Agreement or the rights of the Parties, their counsel, or the Released Parties.

13. **Subheadings**. Subheadings in this Agreement are for the purpose of clarity only and are not intended to modify the terms of this Agreement's text, which are controlling.

14. **Waiver**. The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

15. **Signatures**. Each Person executing this Agreement on behalf of any Party warrants that such Person has the authority to do so. This Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors, and assigns of the Parties.

16. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic signature and/or DocuSign, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all Parties hereto, regardless of whether all Parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all Parties to this Agreement have executed a counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

17. **Exhibits.** All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that a conflict or inconsistency exists between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall prevail.

AGREED TO BY THE PARTIES AND THEIR RESPECTIVE COUNSEL.

DocuSigned by:
Michelle Anderson
Michelle Anderson, Plaintiff 6/10/2021
Date

DocuSigned by:
Peter Kahana
Shanon J. Carson 6/10/2021
Date

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*Counsel for Plaintiff Michelle
Anderson and the Proposed Settlement Class*

Name:
Title:
For Travelex Insurance Services Inc.


Date

DocuSigned by:

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6/11/2021 | 2:31 CDT

Name: Blake S. Bostwick
Title: President
For Transamerica Casualty Insurance Company

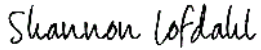
Date



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Julianna Thomas McCabe
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Telephone: (305) 530-0050

*Counsel for Defendants Travelex Insurance
Services Inc. and Transamerica Casualty
Insurance Company*

DocuSigned by:

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6/11/2021

Name: Shannon Lofdah
Title: President/CEO
For Travelex Insurance Services Inc.

Date

Name:
Title:
For Transamerica Casualty Insurance Company

Date

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*Counsel for Defendants Travelex Insurance
Services Inc. and Transamerica Casualty
Insurance Company*

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company
No. 8:18-cv-00362-JMG-SMB

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

You may have received a summary notice in the mail or an email regarding the proposed Settlement in the above referenced litigation. This notice provides more detail regarding the Settlement. You received a notice in the mail or an email because records indicate that you purchased a single-trip travel protection plan from Travelex Insurance Services, Inc. (“TIS”) and Transamerica Casualty Insurance Company (“TCIC”) (collectively, “Defendants”), cancelled your trip prior to departure, initiated a claim for trip cancellation coverage, and did not receive a premium refund. In this lawsuit, the Plaintiff, on behalf of a class, alleges that Defendants unlawfully retained premiums attributable to post-departure insurance benefits when covered trips were cancelled prior to departure. Defendants deny that they violated the law in any fashion but have agreed to settle the lawsuit to avoid the time, expense, and uncertainty associated with further litigation. Your legal rights will be affected by the Settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the Settlement, or objecting to the Settlement.

- Payments to participating Settlement Class Members will vary depending on a variety of factors, based on a percentage of the premium you paid for the travel protection plan, with a minimum payment of \$5.00. The final amount of monetary payment depends on the amount of premium you paid, and other factors, as further described in the Settlement Agreement. For more information about the estimated amount Settlement Class Members will receive under the Settlement, please visit **[INSERT URL]**.
- The Court still has to decide whether to approve this Settlement, which may take some time.

ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS MAY BE FOUND AT: [INSERT URL]. You may also call the Settlement Administrator toll-free at **[INSERT TELEPHONE NUMBER]**.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE COURT OR THE CLERK’S OFFICE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	<i>Class Members Entitled to Autopay.</i> If you do nothing, you are eligible to receive an automatic payment. The amount of the payment will be based on a percentage of the travel insurance premium, with a minimum payment of no less than \$5.00. The exact amount of the payment will depend on a number of factors, including the number of Settlement Class Members who can be located, the amount of attorneys’ fees and expenses, the Class Representative service payment, and administration costs. You will release any claim you may have against Defendants. The automatic payment will be by check, except that if you would like to receive your payment via electronic means, like Venmo or Paypal, rather than by check, please visit [INSERT URL] .

Exclude Yourself	If you exclude yourself from the Settlement, you will not receive any monetary payment. By excluding yourself, you will not release any claim you may have against Defendants.
Object	You may tell the Court why you believe the Settlement should not be approved. If the Settlement is not approved, no one will be paid.

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Basic Information

1. Why I am seeing this Notice?

The Court in this case has approved the posting of this Notice on **[INSERT URL]** so that it may be viewed by Settlement Class Members. The Class Members are:

All persons in the United States who have been identified by Defendants as insured under a Travel Plan purchased within the Class Period [the period of January 1, 2014 to December 31, 2017], and for whom a claim for trip cancellation benefits was initiated under the Travel Plan. The Parties have acknowledged that the third party administrator handling trip cancellation claims for the Travel Plans identified no more than 105,284 potential Settlement Class Members. Excluded from the Settlement Class are: (i) all persons who previously received a refund of premium from the Defendants for any Travel Plan(s) at issue in the Litigation; (ii) all persons who previously entered into a written agreement with the Defendants releasing all claims related to a Travel Plan(s) at issue in the Litigation; (iii) all insureds for whom no premium was charged under a Travel Plan; and (iv) all persons who during the Class Period were officers, directors, or employees of either of the Defendants.

All capitalized terms are defined in the Settlement Agreement, which you may view or download at **[INSERT URL]**. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice contains only a summary of the Settlement Agreement.

If you are a Settlement Class Member, you should have received an e-mail and/or postcard mailing informing you that you are a Settlement Class Member. If you think you are a member of the Settlement Class but did not receive an e-mail or a postcard mailing, you may contact the Settlement Administrator at **[INSERT EMAIL ADDRESS]**. Class membership was determined based on records that were previously collected in connection with the Settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: **[INSERT URL]**. This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the United States District Court for the District of Nebraska. The lawsuit is called *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company No. 8:18-cv-00362-JMG-SMB*. Michelle Anderson, the person who filed this lawsuit, is called the Plaintiff, and TIS and TCIC are called the Defendants.

2. What is the lawsuit about?

Plaintiff alleges that Defendants were unjustly enriched and violated the Nebraska Consumer Protection Act by failing to provide partial premium refunds attributable to post-departure insurance benefits when a covered trip was cancelled prior to departure.

Defendants vigorously deny the Plaintiff's claims and deny all liability to Plaintiff and the Settlement Class. Defendants deny that they have violated the law in any manner whatsoever, and have raised a number of defenses to the claims asserted.

The Parties are settling the lawsuit to avoid the risks, uncertainties and expenses associated with contested litigation. No court has found Defendants to have violated the law in any way. No court has found that the Plaintiff or the Settlement Class could recover any amount in this lawsuit.

Although the Court has authorized notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. One court resolves the issues for everyone in the class -- except for those people who choose to exclude themselves from the class. Any settlement of the case resolves the claims for all people in the class. The lawyers appointed by the Court to represent the Class are called “Class Counsel.”

If approved by the Court, the proposed Settlement would fully and finally resolve, on the terms described below and in the Settlement Agreement, any claims related to partial premium refunds you may have against Defendants relating to any single-trip travel protection plan purchased by you from Defendants during the Class Period.

4. Why is there a settlement?

The Court did not decide this case in favor of the Plaintiff or in favor of Defendants. If approved, the Settlement will stop the Parties from litigating anymore. If the lawsuit continued, Defendants would seek the dismissal of the case and oppose class certification, and therefore the potential exists that the Settlement Class would receive nothing. There also is the possibility that Defendants would be required to pay more than they have agreed to pay as a result of the Settlement.

Class Counsel investigated the facts and law regarding the Plaintiff’s claims and Defendants’ asserted defenses. The Parties engaged in extensive and arms-length negotiations to reach this Settlement. Plaintiff and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Both sides agree that, by settling, Defendants are not admitting any liability or that they did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is in the Settlement?

5. How do I know if I am part of the Settlement?

You are part of the Settlement Class if you purchased on or after January 1, 2014 and on or before December 31, 2017 a single-trip travel protection plan sold by Defendants, initiated a trip cancellation claim, and did not receive a refund of any portion of the premium paid for the travel protection plan. If you are part of the Settlement, you should have received a postcard notice in the mail or an email informing you that you are a member of the Settlement Class.

This Settlement does not relate to the COVID-19 pandemic or travel protection plans purchased after December 31, 2017.

If you think you are a member of the Settlement Class but did not receive an e-mail or a postcard mailing, you may contact the Settlement Administrator at **[INSERT ADDRESS]**. Class membership was determined based on records that were previously collected in connection with the Settlement.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

The Settlement provides money for Settlement Class Members. Defendants will provide a settlement fund of \$3,237,500. This money will be available for payment to approximately 105,294 potential Settlement Class Members, and will also be used to pay for any court-approved attorneys' fees and expenses, a Class Representative service payment, and administration costs. A portion of the Settlement fund that is not directly distributed to Settlement Class Members may be distributed to a charity with the Court's approval.

The exact amount each Settlement Class Member will receive depends on the amount you paid in premium for your travel protection plan, the number of Settlement Class Members who can be located, and the amounts of fees, expenses, and service payment approved by the Court. Those who qualify for payment will receive a percentage of the travel insurance premium, with a minimum payment of \$5.00. For more information about the estimated amount Settlement Class Members will receive under the Settlement, please visit [\[INSERT URL\]](#).

7. How can I get a monetary payment?

If you are a Settlement Class Member, you do not need to do anything to be eligible to receive a payment.

If you have a new address, you must mail a notification of your new address to the Settlement Administrator, contact Class Counsel, or submit a change of address online at [\[INSERT URL\]](#). If you would like to receive your payment via electronic means, like Venmo or Paypal, rather than by check, please visit [\[INSERT URL\]](#).

8. When would I get my monetary payment?

The Court will hold a final approval hearing on [\[DATE\]](#) to decide whether to approve the settlement. If the settlement is approved, there may be appeals. Payments to eligible members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to receive a monetary payment and stay in the Class?

Upon the Court's approval of the Settlement, all Class Members who have not timely and properly opted out of or excluded themselves from the Settlement Class will fully release Defendants from any and all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or that could have been alleged or asserted in the lawsuit. The Released Claims do not include either pending or as yet unfiled policyholder claims for trip cancellation benefits under the Travel Plans.

This release may affect your rights. To view the full terms of the release that are contained in the Settlement Agreement, please visit [\[INSERT URL\]](#).

10. How do I exclude myself from the Settlement?

If you choose to be excluded from the Settlement (or "opt out"), you will not be bound by any judgment or other final disposition of the lawsuit. However, you will not receive any payment. You will retain any claims against Defendants you might have. To opt out, you must state in writing your desire to be excluded from the Settlement

Class. To be valid, your submission must be signed by you and dated, must provide your full name (and former names, if applicable), current address, and current telephone number. You can only submit a request for exclusion for yourself, and not for any other Class members.

Your request for exclusion must be sent by first class mail, postmarked on or before [DATE], addressed to:

Travel Insurance
Class Action Settlement
c/o Settlement Administrator

[ADDRESS]
[ADDRESS]

If the request is not postmarked on or before [DATE], your request for exclusion will be invalid, and you will be bound by the terms of the settlement approved by the Court, including the judgment ultimately rendered in the case, and you will be subject to the release referenced in paragraph 9 above.

11. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, you should speak to your lawyer in that lawsuit.

12. If I exclude myself, can I get a monetary payment from this Settlement?

No. If you exclude yourself, you are not part of the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

The Court has appointed Berger Montague PC as Lead Counsel:

Shanon J. Carson
Peter R. Kahana
Lane L. Vines
Y. Michael Twersky
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

John G. Albanese
Berger Montague PC
1229 Tyler Street, Suite 205
Minneapolis, MN 55413

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney. You may contact Lead Class Counsel by emailing John Albanese, jalbanese@bm.net, or calling 612-594-5997.

14. How will the lawyers and Class Representative be paid?

Class Counsel have not been paid anything for their representation of the Settlement Class to date. They have paid expenses for the litigation out of their own pockets. If they were to lose the case, they would be paid nothing.

In connection with this Settlement, Class Counsel intend to apply to the Court for payment of attorneys' fees in an amount not to exceed one-third of the total Settlement Amount, as well as payment of reasonably incurred

expenses, not to exceed \$75,000. The Court will evaluate whether this request for fees and expenses is reasonable in light of Class Counsel’s skill and the risk they undertook in bringing the lawsuit. The Court may award less.

The Court has appointed the Plaintiff Michelle Anderson as the Class Representative. Class Counsel also will seek a Class Representative service payment for her services to the Settlement Class Members, in an amount not to exceed \$6,500. This compensation is intended to pay the Class Representative for the time and effort she put into bringing and prosecuting this lawsuit on behalf of everyone in the Settlement Class.

The costs of settlement notice and administration are expected to be approximately **[INSERT]**. If awarded by the Court, all of these amounts will be paid from the settlement fund.

Objecting to the Settlement

15. How do I tell the Court that I don’t like the Settlement?

If you’re a Settlement Class Member, you can object to the Settlement if you don’t like any part of it. You can ask the Court to deny approval of the Settlement by filing an objection with the Settlement Administrator and the Court. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as is. If the Court denies approval, then no Settlement Payments will be sent out and the case will continue.

If you submit a written objection, you may also appear at the Final Approval Hearing, either in person, or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections must include a detailed written statement, setting forth your objection in detail and any specific aspects of the Settlement you are challenging; the specific reasons for your objection, any evidence and legal authority that you wish to bring to the Court’s attention; and whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class. Your objection must also include: (1) your printed name, address, telephone number, and email address; (2) evidence showing that you are a Settlement Class Member; (3) any other supporting papers, materials, or briefs that you would like the Court to consider when reviewing the objection; (4) your actual written signature; and (5) a statement of whether you or your lawyer intends to appear at the Final Approval Hearing; and, if so, (6) the name of your lawyer, and the names of any intended witnesses with a summary of their expected testimony.

Objections must be submitted to the Settlement Administrator, **[ADDRESS]** and filed with the Court, the United States District Court for the District of Nebraska, File: *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company* No. 8:18-cv-00362-JMG-SMB. Your objection must be submitted to the Settlement Administrator with a postmark on or before **[DATE]** and filed with the Court on or before **[DATE]**.

Any member of the Settlement Class who does not submit an objection in the time and manner described above will not be permitted to raise that objection later.

16. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you believe the Settlement is not fair, adequate, or reasonable. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the litigation no longer affects you.

17. Where and when will the Court decide whether to approve the Settlement?

There will be a Final Approval Hearing to consider approval of the proposed settlement at **[DATE/TIME]** in the United States District Court, 586 Federal Building, 100 Centennial Mall North, Lincoln, Nebraska. The hearing may be postponed to a later date without further notice and may occur via remote means such a teleconference or Zoom. Settlement Class Members should check **[INSERT URL]** regularly for any changes to this date or method of attending. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of Settlement; whether the Settlement Class is adequately represented by the Class Representative and Class Counsel; and whether an order and Final Judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for payment of attorneys' fees and expenses and the Class Representative's service compensation.

You do not need to appear at the hearing. You will be represented at the Final Approval Hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Settlement Class at the Final Approval Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you timely submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 15 above. You cannot speak at the hearing if you excluded yourself.

Getting More Information

20. Are there more details about the Settlement?

This Notice is only a summary. For a more detailed statement of the matters involved in the litigation or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, 586 Federal Building, 100 Centennial Mall North, Lincoln, Nebraska, File: *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company* No. 8:18-cv-00362-JMG-SMB. The full Settlement Agreement and certain pleadings filed in the case are also available at **[INSERT URL]** or can be requested, in writing from the Settlement Administrator.

21. How do I get more information?

You can visit **[INSERT URL]** or contact the lawyers representing the Settlement Class, identified in Paragraph 13 above. You can also correspond with the Settlement Administrator at **[INSERT ADDRESS]**. **Please do not contact the Court for information.**

EXHIBIT B

From: Settlement Administrator

Sent: [INSERT]

To: [INSERT]

Subject: Notice of Proposed Travel Insurance Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company,
Case No. 8:18-cv-00362-JMG-SMB

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

Dear [INSERT NAME],

This court-authorized notice has been sent to you because a settlement has been reached in a class action lawsuit involving travel insurance that was brought against Defendants Travelex Insurance Services, Inc. ("TIS") and Transamerica Casualty Insurance Company ("TCIC"). You may be eligible to receive a settlement payment as you have been identified as a Settlement Class Member. Please read this notice carefully, as it explains your legal rights in this matter.

What Is the Lawsuit About?

Defendants sold single-trip travel insurance plans that provided for pre-departure and post-departure insurance benefits. Plaintiff alleges that Defendants were unjustly enriched and violated the Nebraska Consumer Protection Act by failing to provide partial premium refunds attributable to post-departure benefits when the covered trip was cancelled prior to departure. Defendants vigorously deny Plaintiff's claims and deny all liability to Plaintiff and the Settlement Class.

Under the Settlement, Defendants agree to create a Settlement Fund of Three Million Two Hundred Thirty-Seven Thousand Five Hundred Dollars (\$3,237,500) for the benefit of the Settlement Class and from which to pay, subject to the Court's approval: (a) attorneys' fees and expenses to Class Counsel; (b) a service award to plaintiff Michelle Anderson as the Class Representative; and (c) notice and administration costs.

For detailed information about the lawsuit and the Settlement, please see the Notice of Settlement and review the Settlement Agreement, available at [INSERT URL].

Am I a Settlement Class Member?

Defendants' records indicate you are a Settlement Class Member. Defendants' records show that you purchased a single-trip travel insurance plan sold by Defendants during the period January 1, 2014 to December 31, 2017 and initiated a claim for trip cancellation coverage. This Settlement does not relate to the COVID-19 pandemic or travel protection plans purchased after December 31, 2017.

If you do not opt out of the Settlement Class, you will be eligible to receive a payment under the Settlement. You may add or update your settlement payment information, including your mailing address, or select to receive payment via electronic means, at [INSERT URL].

What Can I Get?

If the Settlement is approved by the Court, you will be entitled to a monetary payment based on a percentage of the travel insurance premium paid. The exact amount of the payment will depend on a number of factors, including the amount you paid in premium for your travel protection plan, the number of Settlement Class Members who can be located, the amount of attorneys' fees, the Class

Representative service payment, and Court-approved administration costs. Those who qualify for payment will receive a percentage of the travel insurance premium, with a minimum payment of \$5.00. For more information about the estimated amount Settlement Class Members will receive under the Settlement, please visit [\[INSERT URL\]](#). On the Settlement Website, you can also select to receive your payment via electronic means, such as Paypal or Venmo, rather than by check.

How Would I Exclude Myself?

If you do not want to be a Settlement Class Member, you may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator by [\[DATE\]](#). This would mean you would not receive a settlement payment, but you will retain your rights concerning the legal issue in the lawsuit. Detailed instructions on how to exclude yourself from the Settlement are available at [\[INSERT URL\]](#).

What If I Do Not Agree with the Settlement?

If you do not exclude yourself, but do not like some aspect of the Settlement, you can also object. You or your lawyer can then appear before the Court and object to the Settlement. To object or appear, you must submit a written notice to the Court and the Settlement Administrator no later than [\[Date\]](#). Instructions on how to object to the Settlement or appear before the Court can be found at [\[INSERT URL\]](#).

Do I Have a Lawyer?

The Court has appointed lawyers from Berger Montague PC to serve as Lead Class Counsel. They will petition to be paid legal fees from the Settlement Fund not to exceed one third of the Settlement Fund, their reasonable expenses in pursuing the lawsuit not to exceed \$75,000 and payment of a Class representative service award not to exceed \$6,500. However, you may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement?

The Court will hold a final approval hearing on [\[DATE/TIME\]](#) at United States District Court, 586 Federal Building, 100 Centennial Mall North, Lincoln, NE. The hearing may be postponed to a later date without further notice and may occur via remote means such as a teleconference or Zoom. Settlement Class Members should check [\[INSERT URL\]](#) regularly for any changes to this date or method of attending. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the Settlement, the requested attorneys' fees not to exceed one-third of the Settlement Fund, plus reasonable expenses not to exceed \$75,000, the requested Class Representative payment not to exceed \$6,500 and administration costs.

How Do I Get More Information?

For more information, go to [\[INSERT URL\]](#), or contact the Settlement Administrator at [\[INSERT TELEPHONE NUMBER\]](#).

Please Do Not Contact the Court for Information.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT C

A settlement has been reached in a class action lawsuit, *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company*, Case No. 8:18-cv-00362-JMG-SMB, pending in the United States District Court for the District of Nebraska. Between 2014 and 2017, Defendants marketed and sold single-trip travel plans that provided pre-departure and post-departure insurance benefits. Plaintiff claims that Defendants unlawfully retained the portions of insurance premiums related to the post-departure benefits when the covered trip was not taken. Defendants vigorously deny that they violated any law but have agreed to the Settlement to avoid the expenses associated with continuing the litigation. This Notice summarizes the proposed Settlement. Under the Settlement, Defendants agreed to create a Settlement Fund of \$3,237,500 for the benefit of the Settlement Class and from which to pay, subject to the Court's approval, any attorneys' fees and expenses, a service award to Plaintiff, and notice and administration costs. For the precise terms and conditions of the Settlement, please see the Notice of Settlement and review the Settlement Agreement, available at [\[INSERT URL\]](#).

Am I a Class Member? Defendants' records indicate you are a Class Member, because you purchased a single-trip travel protection plan sold by Defendants during the period January 1, 2014 and on or before December 31, 2017 and you initiated a trip cancellation claim.

What Can I Get? If the Settlement is approved by the Court, you are eligible to receive money. If approved, the amount of payment will depend on the premium paid for your travel protection plan, the number of Settlement Class Members who can be located, and the amount of approved attorneys' fees, costs, Class Representative payment, and administration costs. Those who qualify for payment will receive a percentage of the travel insurance premium, with a minimum payment of \$5.00. More information about the estimated payment is available at [\[INSERT URL\]](#).

How Do I Get a Payment? You will be eligible to automatically receive money under the Settlement, unless you opt out of the Settlement Class. If you would like to update your address or receive your payment via electronic means, like Venmo or Paypal, rather than by check, please visit [\[INSERT URL\]](#).

What Are My Other Options? You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator by [\[DATE\]](#). If you exclude yourself, then you cannot receive a settlement payment, but you will not be bound by the Settlement. If you do not exclude yourself, then you may object to the Settlement, and you or your lawyer can appear before the Court. Your written objection must be submitted to the Settlement Administrator and the Court no later than [\[DATE\]](#). Specific instructions on how to exclude yourself from the Settlement or object are available at [\[INSERT URL\]](#).

Who Represents Me? The Court has appointed lawyers from Berger Montague PC to serve as Lead Class Counsel. They will petition to be paid legal fees and their reasonable expenses from the Settlement Fund. You may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on [\[DATE/TIME\]](#) in Courtroom No. 1, 586 Federal Building, 100 Centennial Mall North, Lincoln, NE. At that hearing, the Court will hear timely objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees of up to one-third of the Settlement Fund plus reasonable out of pocket costs not to exceed \$75,000, the requested Class Representative payment of \$6,500, and administration costs.

How Do I Get More Information? For more information, go to [\[INSERT URL\]](#), or contact the Settlement Administrator at [\[INSERT TELEPHONE NUMBER\]](#).

COURT ORDERED SETTLEMENT NOTICE

*Anderson v. Travelex Insurance
Services, Inc. and Transamerica
Casualty Insurance Company*

Class Action Notice

Opt-Out Deadline:
[INSERT]

Anderson Travel Insurance
Class Action Settlement

[SETTLEMENT ADMIN INFO]

[PrintedID]

[Postal barcode]

Postal Service: Please do not mark
barcode.

[MailingID]

[NAME]

[ADDR1]

[ADDR2]

[CITY], [ST] [ZIP]

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit#__

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

MICHELLE ANDERSON, an individual,
On Behalf of Herself and All Others
Similarly Situated,

Plaintiff,

v.

TRAVELEX INSURANCE SERVICES
INC. and TRANSAMERICA CASUALTY
INSURANCE COMPANY,

Defendants.

Case No. 8:18-cv-00362-JMG-SMB

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

This matter is before the Court on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, asking the Court for an order pursuant to Fed. R. Civ. P. 23(b) and (e) that certifies a settlement class, preliminarily approves a settlement, and approves forms and a program for class notice. Plaintiff Michelle Anderson (“Plaintiff”) and Defendants Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company (“Defendants”) (together, the “Parties”), have participated in arm’s-length negotiations and mediation overseen by Rodney Max, and executed a proposed Settlement Agreement. A copy of the Settlement Agreement has been filed with the Court.¹ Defendants do not oppose Plaintiff’s motion. The Court will grant the motion.

I. CERTIFICATION OF SETTLEMENT CLASS

The Court has considered: (1) the record in this case, including the briefing provided by Plaintiff in support of its motion for entry of this Preliminary Approval Order; (2) the terms of the Settlement Agreement and benefits to be provided to the Settlement Class; and (3) the Settlement’s elimination of any potential manageability issues that may otherwise have existed if the Litigation continued. Based on those considerations, the Court finds:

A. Plaintiff has shown that, in the context of this Settlement, it will “likely be able to” meet all requirements of class certification of the Settlement Class under Fed. R. Civ. P. 23(a) and (b)(3), including: (a) numerosity, given that the Settlement Class includes thousands of members ; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiff’s claims are typical of the claims of the Settlement Class Members for purposes of the Settlement; (d) Plaintiff and Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so; (e) questions of law and fact common to the Settlement Class predominate

¹ Capitalized terms in this Order have the meaning ascribed to them in the Settlement Agreement.

over any questions affecting any individual members; and (f) a class action provides a fair and efficient method for settling the controversy under Rule 23.

B. Because the Litigation is being settled rather than litigated, the Court need not consider manageability issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation. Likewise, the Court need not consider Defendants' denial of Plaintiff's allegations or its legal arguments.

C. As such, the Court provisionally certifies the Settlement Class for settlement purposes defined as follows: All persons in the United States who have been identified by Defendants as insured under a Travel Plan purchased within the Class Period,² and for whom a claim for trip cancellation benefits was initiated under the Travel Plan. The Parties have acknowledged that the third party administrator handling trip cancellation claims for the Travel Plans identified no more than 105,284 potential Settlement Class Members. Excluded from the Settlement Class are: (i) all persons who previously received a refund of premium from the Defendants for any Travel Plan(s) at issue in the Litigation; (ii) all persons who previously entered into a written agreement with the Defendants releasing all claims related to a Travel Plan(s) at issue in the Litigation; (iii) all insureds for whom no premium was charged under a Travel Plan; and (iv) all persons who during the Class Period were officers, directors, or employees of either of the Defendants.

D. Plaintiff Michelle Anderson is appointed as the Class Representative of the Settlement Class, and Shanon J. Carson, Peter R. Kahana, Lane L. Vines, Y. Michael Twersky, and John G. Albanese of Berger Montague PC, are appointed as Lead Counsel for the Settlement Class.

² The "Class Period" is the period of January 1, 2014 to December 31, 2017.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

A. The Settlement requires Defendants to make a payment of Three Million Two Hundred Thirty-Seven Thousand Five Hundred Dollars (\$3,237,500.00) as set forth in the Settlement Agreement.

B. The Settlement is the product of non-collusive arm's-length negotiations between experienced counsel who were well informed of the strengths and weaknesses of the Litigation, including through significant discovery and motion practice, and whose settlement negotiations included mediation supervised by neutral mediator Rodney Max.

C. The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal in this Litigation. The Court preliminarily finds that the consideration provided to the Settlement Class under the Settlement Agreement falls within the range of reasonable recovery when balanced against the risks and delay of continuing the Litigation, and does not grant preferential treatment to Plaintiff, Class Counsel, or any subgroup of the Settlement Class. The plan of allocation is fair and reasonable, and consequently, the Settlement is likely to gain final approval under Fed. R. Civ. P. 23(e)(2).

D. The Court thus preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of Plaintiff and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

III. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR AND APPROVAL OF NOTICE PLAN

As set forth in the Settlement Agreement, the Parties have submitted a proposed Notice Plan.

A. By virtue of the fact that an action maintained as a class suit under Rule 23 has res judicata effect on all members of the class, due process requires that notice of a proposed settlement be given to the class. *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 120 (8th Cir. 1975). The notice given must be reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Id.* In addition, the notice must reasonably convey the required information and it must afford a reasonable time for those interested to make their appearance. *Id.* The contents must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings. *Id.* at 122.

B. The Settlement Notice, including the long-form Notice of Class Action Settlement to be posted on the Settlement Website, the email Notice of Class Action Settlement, and the postcard Notice of Class Action Settlement attached as exhibits to the Settlement Agreement, fairly, accurately, and reasonably inform Settlement Class Members of: (1) appropriate information about the nature of this Litigation and the essential terms of the Settlement Agreement; (2) appropriate information about how to obtain additional information regarding this matter and the Settlement, in particular, through the Settlement Website; and (3) appropriate information about how to object to, or exclude themselves from, the Settlement if they wish to do so.

B. Defendants shall notify the appropriate federal and state officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. Proof of compliance will be filed with Plaintiff's Motion for Final Approval of Class Action Settlement.

C. The Settlement Notice, and the notice methods described in the Settlement Agreement, satisfy due process, Rule 23(c)(2)(B) and 23(e)(1) of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and further, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

D. Accordingly, the Court hereby approves the proposed Notice Plan and orders that the Settlement Notice is approved and shall be provided to the Settlement Class as set forth in the Settlement Agreement.

F. Angeion Group is appointed by the Court as the Settlement Administrator, and shall perform all duties ascribed to it under the Settlement Agreement.

IV. REQUESTS FOR EXCLUSION AND OBJECTIONS

A. All Settlement Class Members have the right to either opt out of or object to the Settlement pursuant to the procedures and schedule set forth in the Settlement Agreement. A member of the Settlement Class who submits a timely and valid request for exclusion cannot object to the Settlement and is not eligible to receive a Settlement Payment.

B. To request exclusion from the Settlement Class, a Settlement Class Member must send a written request for exclusion by first class mail properly addressed to the Settlement Administrator, postmarked by the Objection and Opt-Out Deadline, and (i) must include the full name and address of the Class member seeking exclusion, (ii) must bear the individual signature of the Class member seeking exclusion, and (iii) must clearly state that the person desires to be

excluded from the Class. No person shall be permitted to request exclusion from the Settlement Class on behalf of any other Class members, except that a legal representative or guardian may submit a Request for Exclusion on behalf of a deceased, incapacitated, or minor Class member. Each Class member seeking to exclude themselves from the Settlement, regardless of whether they were covered under the same Travel Plan as another Class member, must submit an individually signed Request for Exclusion in order to be excluded from the Settlement Class. Requests for Exclusion cannot be made on a group or class basis and any attempt to opt out a group or class of individuals shall be null and void.

C. Any Settlement Class Member who does not submit a valid and timely written request for exclusion shall be bound by all subsequent proceedings, orders, and the judgment in this Litigation should the Settlement receive final approval.

D. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion.

E. Any Settlement Class Member who does not submit a written request for exclusion may present a written objection to the Settlement explaining why he or she believes that the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to submit an objection must file with the Clerk of the Court, and separately mail to the Settlement Administrator a detailed written statement, postmarked by the Objection and Opt-Out Deadline, which is sixty (60) days after the Notice Date, stating the objection(s) in detail and the specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention; and whether any objection applies only to the objector, to a specific subset of the class, or to the entire class.

F. The objection shall clearly identify the case name and number, and contain (i) the Settlement Class Member's printed name, address, telephone number, and email address; (ii) evidence showing that the objector is in fact a Settlement Class Member; (iii) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the Settlement Class Member making the objection; and (v) a statement whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing.

G. A Settlement Class Member may object on his or her own behalf or through an attorney, however, even if represented, the Settlement Class Member must individually sign the objection and all attorneys involved must be listed on the objection. The objection must be timely filed with the Court and mailed to the Settlement Administrator.

H. Any objector who files and serves a valid and timely written objection as described above may appear at the Final Approval Hearing, either in person or through separate counsel hired at the objector's expense, to object to any aspect of the Settlement on the basis set forth in his or her objection; provided, however, that any objector or attorney for an objector who intends to make an appearance at the Final Approval Hearing must in the objection state their intention to appear. If the Settlement Class Member or their attorney wish to speak at the Final Approval Hearing, their written notice of intent must identify by name, address, and telephone number the person(s) who intend(s) to appear, including any witnesses and a summary of any witness testimony the Settlement Class Member intends to present during their appearance.

I. Any Settlement Class Member who does not comply with these requirements shall waive any and all rights that he, she, or it may have to appear separately and/or to object to the

Settlement, and shall be bound by the terms of the Settlement Agreement and by all proceedings, orders and judgment in the Litigation.

J. A Settlement Class Member who requests exclusion or objects can withdraw their request for exclusion or objection prior to the Final Approval Hearing by submitting a signed written request or email containing an electronic signature to the Settlement Administrator stating their desire to withdraw their request for exclusion or objection.

K. From the date of entry of this Order until the Court holds the Final Approval Hearing and determines the matters set forth in this Order, and through the Effective Date as defined in the Settlement Agreement, all Settlement Class members (except those who have requested exclusion) shall be barred from asserting any claims for which a release will be given if the Court approves the Settlement.

V. FINAL APPROVAL HEARING

The Court hereby schedules a Final Approval Hearing at ____:____ __m. on _____, _____, (which date is approximately 90 days after the entry of this Preliminary Approval Order), to determine whether the Settlement should receive final approval. At that time, the Court will also consider Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award, which shall be filed fourteen (14) days before the Objection and Opt-Out deadline and posted on the Settlement Website. Plaintiff's Motion for Final Approval of Class Action Settlement shall be filed twenty-one (21) days before the Final Approval Hearing. The Final Approval Hearing may be scheduled via remote means, postponed or rescheduled by the Court, but any rescheduled date will be posted on the Settlement Website.

VI. STAY OF PROCEEDINGS AND DEADLINES

Pending the Final Approval Hearing as scheduled above, the Court hereby stays all proceedings in this case other than those necessary to carry out or enforce the terms of the Settlement Agreement. In accord with the above, the Court sets the following deadlines:

Event	Time for Compliance
Deadline for disseminating the Notice and Claim Form to Settlement Class Members	No later than thirty (30) days after entry of Preliminary Approval Order
Deadline for Settlement Class Members to opt-out or object to the Settlement	Sixty (60) days after the Notice is disseminated by the Settlement Administrator
Deadline for Plaintiff to file a Motion for Attorneys' Fees, Costs, and Service Award	Fourteen (14) days before the deadline for opt-outs and objections to the Settlement
Deadline for Plaintiff to file a Motion for Final Approval of Class Action Settlement	Twenty-one (21) days prior to the Final Approval Hearing
Deadline for Class Counsel to file with the Court a declaration regarding implementation of the Notice Plan	With Plaintiff's Motion for Final Approval of Class Action Settlement
Deadline for filing any reply papers in further support of the settlement, attorneys' fees and expenses and/or in response to any written objections	Seven (7) days prior to the Final Approval Hearing
Final Approval Hearing	_____, at _____ .m. The Final Approval Hearing may take place via remote means. Details to be placed on the Settlement Website.

SO ORDERED on this _____ day of _____, 2021.

 Hon. John M. Gerrard
 Chief United States District Judge

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

MICHELLE ANDERSON, an individual,
On Behalf of Herself and All Others
Similarly Situated,

Plaintiff,

v.

TRAVELEX INSURANCE SERVICES
INC. and TRANSAMERICA CASUALTY
INSURANCE COMPANY,

Defendants.

Case No. 8:18-cv-00362-JMG-SMB

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

This matter came for hearing on _____, _____ (the “Final Approval Hearing”), to determine whether the terms and conditions of the Parties’ Settlement are fair, reasonable, and adequate, and whether final approval should be granted. Due and adequate notice having been given to the Settlement Class in accordance with the terms of the Settlement Agreement (Doc. No. _____) and the Court’s Preliminary Approval Order (Doc. No. _____), and the Court having considered all papers filed and proceedings in this Action and otherwise being fully informed, and good cause appearing therefore, IT IS HEREBY ORDERED AND ADJUDGED:

1. This Final Approval Order and Judgment (the “Final Approval Order” or “Order”) incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth below.

2. The Court has personal jurisdiction over Plaintiff and Settlement Class Members, the Court has subject matter jurisdiction over the claims asserted in this Litigation and to approve the Settlement, and venue is proper.

3. The Court preliminarily approved the Settlement Agreement by entering the Preliminary Approval Order and notice was given to the Settlement Class pursuant to the terms of the Settlement Agreement and Preliminary Approval Order.

4. The Court finds that the prerequisites for a class action under Federal Rule of Civil Procedure 23 have been satisfied for settlement purposes for each Settlement Class Member in that:

- (a) the Settlement Class is so numerous that joinder of all members is impracticable;
- (b) there are questions of law or fact common to the Settlement Class;

- (c) Plaintiff's claims are typical of the claims of the Settlement Class;
- (d) Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class;
- (e) the questions of law or fact common to the Settlement Class Members, and which are relevant for settlement purposes, predominate over the questions affecting only individual Settlement Class Members; and
- (f) certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

5. In light of these findings and solely for purposes of the Settlement, the Court certifies this Action as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3). The Settlement Class consists of: All persons in the United States who have been identified by Defendants as insured under a Travel Plan purchased within the Class Period, and for whom a claim for trip cancellation benefits was initiated under the Travel Plan. The Parties have acknowledged that the third party administrator handling trip cancellations claims for the Travel Plans identified no more than 105,284 potential Settlement Class Members. The "Class Period" means the period of January 1, 2014 to December 31, 2017.

6. Excluded from the Settlement Class are: (i) all persons who previously received a refund of premium from the Defendants for any Travel Plan(s) at issue in the Litigation; (ii) all persons who previously entered into a written agreement with the Defendants releasing all claims related to a Travel Plan(s) at issue in the Litigation; (iii) all insureds for whom no premium was charged under a Travel Plan; and (iv) all persons who during the Class Period were officers, directors, or employees of either of the Defendants.

7. The Court finally appoints Plaintiff Michelle Anderson as the Class Representative of the Settlement Class.

8. The Court finally appoints Shanon J. Carson, Peter R. Kahana, Lane L. Vines, Y. Michael Twersky, and John G. Albanese of Berger Montague PC as Lead Counsel.

9. Pursuant to Fed. R. Civ. P. 23, the Court gives final approval to the Settlement as set forth in the Settlement Agreement and finds that:

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

10. The Notice was given to the Settlement Class in the manner ordered by the Court. The Notice given was the best notice practicable under the circumstances; constituted notice reasonably calculated to apprise members of the Settlement Class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Settlement Class, and their right to appear at the Final Approval Hearing; included individual notice to all Settlement Class Members who could be identified through reasonable effort; was fair and reasonable, and constituted due and sufficient notice to all persons, including all Settlement Class Members. The form and method of the Notice constituted due and adequate notice of the proceedings and satisfied the requirements of Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, the Local Rules of this Court, and any other applicable law. Thus, all Settlement Class Members are bound by this Final Approval Order and Judgment.

11. This Court finds that proper and timely notice of the Settlement has been provided to the appropriate state and federal officials in accord with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), and that more than ninety (90) days have elapsed since Defendants provided the required notice, as required by 28 U.S.C. §1715(d).

12. The distribution plan for the Net Settlement Fund set forth in the Settlement Agreement is approved.

13. The Settlement Agreement, in its entirety, the terms of which are incorporated into this Final Approval Order and Judgment, is finally approved in all respects as fair, reasonable, and adequate, pursuant to Federal Rule of Civil Procedure 23, and any applicable law, and is in the best interest of the Settlement Class Members.

14. The following terms of the Settlement Agreement shall be effective as set forth in the Settlement Agreement.

A. The Release of Claims set forth in Section F of the Settlement Agreement, is effective as of the Effective Date defined in the Settlement Agreement, and the Released Parties are forever released, relinquished and discharged from all Released Claims by the Releasing Parties as set forth below.

1. **Release.** Upon the Effective Date, the Plaintiff and all Settlement Class Members, on behalf of themselves and all of their agents, heirs, estates, executors and administrators, successors, assigns, insurers, attorneys, representatives, and any and all Persons who seek to claim through or in the name or right of any of them (the “Releasing Parties”), expressly and irrevocably release and forever discharge, upon good and sufficient consideration, Defendants and all of their respective present and former administrators, insurers, reinsurers,

firms, parents, subsidiaries, and affiliates, and all of Defendants and the foregoing Persons' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, indemnitees, attorneys, and representatives (collectively, the "Released Parties"), from any and all claims, demands, complaints, disputes, causes of action, rights of action, suits, debts, liabilities, obligations, and damages of every nature whatsoever, on any legal or equitable ground, whether based on federal, state, or local law, statute, ordinance, regulation, common law, private contract, agreement or any other authority, asserted or unasserted, known or unknown, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or related in any way to the Litigation or the subject matter of the Litigation, and which were or could have been asserted in the Litigation based upon the facts alleged, including, without limitation, any and all claims for attorneys' fees, costs, or expenses, and any and all past and present claims, damages, or liability on any legal or equitable ground whatsoever ("Released Claims"). This Release is as a result of the Settlement Class Members' membership in the Settlement Class and status as Releasing Parties, the Court's approval process herein, and the occurrence of the Effective Date and is not conditioned on receipt of payment by any particular Settlement Class Member or Releasing Party. The Released Claims do not include either pending or as yet unfiled policyholder claims for trip cancellation benefits under the Travel Plans.

2. All other Release of Claims provisions set forth in Section F of the Settlement Agreement, are further hereby incorporated by reference into, and made a part of, this Final Approval Order and Judgment.

B. The Release of Claims was bargained for and is a material element of the Settlement Agreement.

C. The Release does not affect the rights of members of the Settlement Class who timely and properly submitted a Request for Exclusion from the Settlement Class in accordance with the requirements of the Preliminary Approval Order and Settlement Agreement.

D. The Settlement shall be the exclusive remedy for any and all Settlement Class Members, and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member.

E. The Release shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Release set forth herein and in the Settlement Agreement was not intended to include the release of any rights or duties of the Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

15. **Injunction.** Upon the Effective Date, Plaintiff and the Settlement Class Members who have not timely and properly opted out and excluded themselves from the Settlement shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction asserting or based upon any claims or causes of action released in the Settlement

and Final Approval Order and Judgment; and from soliciting or encouraging any other Class members to participate in any such lawsuit, action, or proceeding.

16. Accordingly, the Court authorizes and directs implementation and performance of all terms of the Settlement Agreement and this Final Approval Order and Judgment. The Court hereby dismisses the Litigation and the claims asserted in the Litigation with prejudice. The Parties are to bear their own costs except as, and to the extent provided in, the Settlement Agreement and the related Orders of this Court.

17. Upon the Effective Date, as defined in the Settlement Agreement and by operation of this Final Approval Order and Judgment, it is hereby determined that the terms of the Settlement Agreement, including all exhibits thereto, and of this Final Approval Order and Judgment, are forever binding on and shall have res judicata and preclusive effect in all pending and future lawsuits maintained by Settlement Class Members, as well as their agents, heirs, executors, administrators, successors, and assigns, against any of the Released Parties in any forum of any kind. Plaintiff and each Settlement Class Member shall be bound by the terms of the Settlement as set forth in the Settlement Agreement and this Order; shall be deemed to have released, dismissed and forever discharged the Released Claims against the Released Parties, with prejudice and on the merits, without costs to any of the Parties; and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims against any of the Released Parties in any forum of any kind, whether directly or indirectly, whether on their own behalf or otherwise.

18. This Final Judgment and the Stipulation of Settlement may be filed in any action against or by any Released Person to support a defense of *res judicata*, collateral estoppel,

release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. In the event that the Settlement does not become final as contemplated by the Stipulation of Settlement, this Final Judgment shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void.

20. Neither the Stipulation of Settlement nor this Final Judgment constitutes an admission of liability, fault, or wrongdoing on the part of Defendants.

21. Without affecting the finality of this Final Approval Order and Judgment, in any way, this Court hereby retains exclusive and continuing jurisdiction over the administration, consummation, and enforcement of the Settlement Agreement.

22. There is no just reason for delay in the entry of this Final Approval Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED on this _____ day of _____, _____.

Hon. John M. Gerrard
Chief United States District Judge