

**IN THE SUPERIOR COURT OF WHITE COUNTY  
STATE OF GEORGIA**

ANITA BROADBENT, individually and on  
behalf of a class of similarly situated persons,

Plaintiff,

v.

TRAVELERS PROPERTY AND CASUALTY  
INSURANCE COMPANY,

Defendant.

Case Number:  
SUCV2022000350

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement”) is entered into pursuant to O.C.G.A. 9-11-23. For the purposes of this Agreement, “Defendant” or “Travelers” refers to Travelers Property and Casualty Insurance Company and all its affiliated entities writing the applicable coverage in Georgia. “Broadbent” refers to Plaintiff Anita Broadbent. Plaintiff Broadbent may be referred to at times herein as “Plaintiff” or the “Settlement Class Representative.” The “Parties” refers, collectively, to Defendant and Plaintiff.

This Agreement effects a full and final settlement and dismissal with prejudice of all of the Released Claims against all Released Persons relating to the following matter: *Broadbent v. Travelers Prop. and Cas. Ins Co.*, Case No. SUCV2022000350) (Superior Court of White County, Georgia) (the “Action”).

**RECITALS**

WHEREAS, on September 7, 2022, Plaintiff filed a putative class action suit against Defendant; and

WHEREAS, Plaintiff alleges generally that Defendant failed to fully compensate Georgia automobile insurance policyholders who submitted total loss claims for ad valorem tax (“TAVT”) on those claims; and

WHEREAS, the Parties thereafter engaged in motion practice and comprehensive discovery including the production of documents; and

WHEREAS, on January 25, 2024, the Parties engaged in a full-day mediation before mediator David M. Zachs, which ultimately led to the resolution of the Action; and

WHEREAS, Defendant has defended and intends to vigorously contest each and every claim in the Action, denies all material allegations of the Action, as to which Defendant asserts it has numerous merits and class defenses, and further maintains that it has consistently acted in accordance with governing laws at all times; and;

WHEREAS, Plaintiff and Class Counsel, while believing that the claims asserted in the Action are meritorious, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation, the risk associated with potential appeals on the same or similar issues in other cases, the relief secured in this Agreement, as well as the likelihood of success on any appeal of this Action, and believe that, in consideration of all the circumstances, the Proposed Settlement embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, Defendant, while denying wrongdoing of any kind and without admitting liability, nevertheless agrees to effectuate a full and final settlement of the claims asserted in the Action on the terms set forth below in an effort to avoid the burdens, risks, and extensive costs associated with the litigation of the Action;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties that the Action be settled and compromised by Plaintiff, the Settlement Class (defined below), and Defendant on the following terms and conditions, subject to the approval of the Court after hearing:

## **I. DEFINITIONS**

The following terms shall be defined as set forth below:

1. “Attorneys’ Fee Award” means the Court-determined award of attorneys’ fees, costs, and expenses to Class Counsel.
2. “Automobile Insurance Policy” means a Georgia policy of automobile insurance issued by Defendant in effect during the Class Period.
3. “Claim Form” means the Court-approved claim form, without material alteration from the claim form contained within Exhibit 1 that a Settlement Class Member may submit to be considered for payment under the Final Settlement.
4. “Claim Payment” means the payment to be issued by Defendant to Settlement Class Members who submit valid, complete, and timely claims, as calculated in accordance with the terms of this Agreement.
5. “Claims Submission Deadline” means the date by which completed Claim Forms must be submitted electronically to the Settlement Website, or postmarked if submitted by mail, to be considered timely, which is forty-five (45) days following the Final Approval Hearing.
6. “Class Counsel” means the attorneys approved and appointed by the Court to represent the Settlement Class Members.
7. “Class Period” means January 1, 2020 to April 1, 2022.
8. “Court” means the Superior Court of White County, Georgia.
9. “Effective Date” means thirty (30) days after the Final Order and Judgment is entered, assuming no appeal. If any appeals of such Final Order and Judgment are filed the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.
10. “Eligible Class Member” means a Settlement Class Member who timely submits a completed Claim Form and who may be eligible for a payment pursuant to the terms of the Final Settlement. A Class Member will be eligible for recovery only if that individual recovered an amount for TAVT less than 6.6% of the value of the total loss vehicle as paid by Defendant. If there is more than one named insured on an insurance policy that is an Eligible Class Member, then the total number of insureds

on that policy shall collectively be considered as one Eligible Class Member for purposes of this Agreement.

11. “Email Notice” means the notice that will be sent to Class Members by Email, which will be in the form without material change from the Email Notice contained within Exhibit 6.
12. “Final Approval Hearing” means the fairness hearing conducted by the Court to consider final approval of this Agreement.
13. “Final Order and Judgment” means a final order from the Court approving this Agreement, disposing of all claims asserted in the Action, and settling and releasing all claims consistent with the terms of this Agreement, without material alteration from the form of Final Order and Judgment contained within Exhibit 2.
14. “Final Settlement” means the settlement approved by the Court in the Final Order and Judgment as fair, reasonable, and adequate consistent with the terms of this Agreement.
15. “Mail Notice” means the notice without material change from the Mail Notice contained within Exhibit 3.
16. “Legally Authorized Representative” means: a legally appointed administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a legally-appointed guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally-appointed Person or entity responsible for handling the affairs of a Settlement Class Member. For purposes of completing a Claim Form, a surviving spouse of a deceased class member will be considered a Legally Authorized Representative for purposes of this Agreement if no Estate has been opened, and no other Person has legal authority for handling the affairs of the deceased Settlement Class Member. A Person who purports to possess a claim by assignment or transfer, other than as described in this Paragraph, shall not be considered a “Legally Authorized Representative.”
17. “Long-Form Notice” means a notice substantially within the form contained in Exhibit 4 to be posted on the Settlement Website.
18. “Maximum Claim Payment” means the maximum amount to which a Settlement Class Member may be entitled as calculated pursuant to Section V below.
19. “Opt-Out List” means the list of valid and timely requests for exclusion from the Settlement Class compiled by the Settlement Administrator.
20. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

21. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the Proposed Settlement in the form of, or in all material respects substantially in the form of, the Proposed Preliminary Approval Order.
22. “Proposed Preliminary Approval Order” means the proposed order contained within Exhibit 5.
23. “Proposed Settlement” means the settlement described in this Agreement, before final approval by the Court.
24. “Released Claims” means and includes:

any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether ex contractu or ex delicto, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Travelers’s alleged non-payment or underpayment of TAVT, with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Travelers in Georgia based on any legal theory whatsoever relating to payment of TAVT to the fullest extent of the law and res judicata and/or claim preclusion protections.
25. “Released Persons” means Travelers, as defined below, and any of its members, parents, subsidiaries, affiliates, managers, past, present or future officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.
26. “Releasing Persons” means: (a) Plaintiff; and (b) Settlement Class Members who do not otherwise timely opt-out of the Settlement Class (whether or not such members submit claims) and their respective heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and/or future parent, subsidiaries and/or affiliated corporations, partnerships and/or other entities, and any other Person or entity who or which could or might assert any claim under or through any of the foregoing.
27. “Settlement Administrator” means a third-party settlement administrator selected by the Parties pursuant to the terms of this Agreement. The Parties agree to

mutually recommend Epiq Global Systems, a nationally recognized settlement administrator, for this function.

28. The “Settlement Class” is comprised of all Persons who are within the following group:

All persons who (1) were insured under a Georgia auto policy issued by Defendant (2) submitted a claim to Defendant that was covered and paid by Defendant as a total loss from January 1, 2020 to April 1, 2022, and (3) were not paid Georgia vehicle sales tax (“TAVT”) at a rate of 6.6% of the value of the total loss vehicle as paid by Defendant. Excluded from the Class are Defendant, each of its parents, subsidiaries, authorized distributors and affiliates, and the legal representatives, heirs, successors and assigns of any excluded individual or entity.

The Settlement Class will be identified exclusively based on information in Defendant’s own records.

29. “Settlement Class Member” means any Person encompassed by the definition of the Settlement Class and not excluded from the Settlement Class, as set forth above.
30. “Settlement Website” means the website to be maintained for this Settlement by the Settlement Administrator.
31. “Travelers” means Travelers Property and Casualty Insurance Company, any Travelers entity writing the relevant coverage in Georgia, and any of its past, present or future subsidiaries, controlled, affiliated, related and/or parent corporations, business entities or divisions, and/or any other successors, assigns or legal representatives thereof.
32. “Unknown Claims” means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to claims for TAVT to the full extent permitted by law and to the full extent of res judicata and/or claim preclusion protection.

## **II. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS**

1. Solely for the purpose of implementing this Agreement and effectuating the Proposed Settlement, Defendant stipulates to entry of a preliminary approval order (in the form of the Proposed Preliminary Approval Order contained within Exhibit 1 or including the substance of the Proposed Preliminary Approval Order contained within Exhibit 1), preliminarily certifying the Settlement Class, appointing Plaintiff as representative of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

R. Brent Irby  
**IRBY LAW, LLC**  
[brent@irbylaw.net](mailto:brent@irbylaw.net)  
2201 Arlington Ave. S

Birmingham, AL 35205  
Telephone: (205) 936-8281

William Greg Dobson  
Michael J. Lober

**LOBER & DOBSON, LLC**

[wgd@lddllyers.com](mailto:wgd@lddllyers.com)

[mjlober@lddllyers.com](mailto:mjlober@lddllyers.com)

Robert E. Lee Building, Suite 201

830 Mulberry Street

Macon, Georgia 31201

Telephone: (478)745-7700

Todd L. Lord  
Law Office of Todd L. Lord  
[attytlord@windstream.net](mailto:attytlord@windstream.net)  
Post Office Box 901  
4 Courthouse Square  
Cleveland, Georgia 30528  
Telephone: 706-219-2239

2. Defendant will pay the Settlement Administrator separately and in addition to amounts paid to the Settlement Class Members.
3. Plaintiff shall submit this fully executed Agreement to the Court, and request entry of the Proposed Preliminary Approval Order, without material alteration from the document contained within Exhibit 1, or an Order that includes the substance of the Proposed Preliminary Approval Order contained within Exhibit 1, which specifically provides that:
  - a. Preliminarily approves this Agreement;
  - b. Finds that the Court possesses personal jurisdiction over all Settlement Class Members and possesses subject matter jurisdiction to preliminarily approve this Agreement;
  - c. Preliminarily certifies the Settlement Class, approves Plaintiff as representative of the Settlement Class, and appoints Class Counsel as counsel for the Settlement Class;
  - d. Finds that the Proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class;
  - e. Approves the notice plan;
  - f. Approves the Claim Form to be distributed to and/or used by Settlement Class Members, and sets a Claims Submission Deadline by which the Claim

Forms must be submitted in order to be deemed timely, which is within forty-five (45) days after the Final Approval Hearing;

- g. Approves the Settlement Website as described herein, which may be amended during the course of the settlement administration as appropriate and agreed to by the Parties, and which shall be maintained for at least 165 days after the Claims Submission Deadline;
- h. Appoints a mutually agreed third party, Epiq Global Systems, as the Settlement Administrator;
- i. Directs the Settlement Administrator to maintain a toll-free telephone number containing recorded answers to frequently asked questions which shall be active through 165 days after the Claims Submission Deadline;
- j. Determines that the notice provided to potential Settlement Class Members: (i) is the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to or exclude themselves from the Proposed Settlement; and (iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice;
- k. Schedules the Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement and whether it should be finally approved by the Court on a date not sooner than one hundred and twenty (120) days after entry of the Preliminary Approval Order;
- l. Requires the Settlement Administrator to file proof of completion of notice at least seven (7) days prior to the Final Approval Hearing, along with the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of the Opt-Out List;
- m. Requires each Settlement Class Member, who did not previously exclude himself or herself from the class action after being sent prior notice in this class action, who wishes to exclude himself or herself from the Settlement Class, to submit an appropriate, timely request for exclusion, postmarked no later than thirty (30) days prior to the Final Approval Hearing;
- n. Orders that any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action;
- o. Requires each Settlement Class Member who does not submit a timely request for exclusion from the Settlement Class and wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, to follow the procedures set forth in this Agreement, including



those requirements applicable to any attorney representing the Settlement Class Member;

- p. Stays all proceedings in the Action until further order of the Court, except that the Parties may conduct proceedings necessary to implement the Proposed Settlement or effectuate the terms of this Agreement;
  - q. Implements or orders any other provisions or directives or procedures not contemplated by the Parties, if necessary to comply with governing law and/or binding precedent and if such provisions do not materially alter the substantive terms of this Agreement; and
4. Plaintiff will draft the motion requesting entry of the Proposed Preliminary Approval Order, which Defendant will review and confirm joinder or lack of opposition upon agreement between the Parties on the substance of a mutually acceptable motion.
  5. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets all the class action prerequisites; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Georgia law and Due Process; and (iii) the terms of the Settlement are fair, reasonable and adequate. For purposes of the Settlement, Plaintiff is agreed upon as a suitable Class Representative.
  6. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representative and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification. Plaintiff and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by the Plaintiff, Class Counsel, or Defendant in any other matter, whether or not related in any manner thereto, or by Defendant that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to the merits and/or certification of a class in this Action or any other matter.
  7. Upon the preliminary approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement.

8. This Settlement is contingent upon approval by the Court. If the Settlement does not receive final and non-appealable Court approval, Defendant shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel. If the Settlement does not receive final and non-appealable Court approval, the Parties shall be restored to the *status quo ante* in the Action.

### **III. CLASS NOTICE**

1. For purposes of determining the potential Settlement Class Members who will be recipients of Notices under this Settlement (and their respective mailing and e-mail addresses), Defendant shall search and determine from its records and database(s) those Settlement Class Members who fall within the class definition and its class period.
2. Defendant will pay all costs of effectuating and implementing the class notice set forth herein, separate and apart from payments made to Settlement Class Members.
3. Within sixty (60) days of the Preliminary Approval Order, the Settlement Administrator shall send the Mail Notice to each potential Settlement Class Member by U.S. mail and e-mail. Only one notice shall be required per insurance policy issued by Defendant on which a total loss has occurred. The Mail Notice will be sent to each potential Settlement Class Member for whom Defendant can reasonably ascertain mailing addresses from a review of its records, by first class mail, postage pre-paid, addressed to the potential Settlement Class Member's last known address, if any, as shown by the records of Defendant. In the event that a Mail Notice to a potential Settlement Class Member is returned as undelivered with a forwarding address, the Settlement Administrator shall promptly re-mail the Mail Notice to the forwarding address provided. No other search for other addresses shall be required. At a date and time suggested by the Settlement Administrator, after the mailing of the Mail Notice, the Settlement Administrator shall initiate a separate Email Notice, to those Class Members for whom Travelers' records contain an Email address, which notice is in addition to the Mail Notice.
4. For those Settlement Class Members to whom the Mail Notice was returned as undelivered with a forwarding address, the Settlement Administrator shall mail a second Mail Notice to the forwarding address provided. If no forwarding address is provided with returned mail, the Settlement Administrator shall not be required to send a second Mail Notice.
5. All Notices shall contain a numeric or alphanumeric identifier that is unique to each potential Settlement Class Member.
6. The Settlement Administrator shall rent a Post Office Box for the purpose of receiving any requests for exclusion, any objections, notices of intention to appear, returned mail, or other correspondence related to this Settlement.

7. The Settlement Administrator shall maintain any Notices that are returned as undeliverable.
8. The Settlement Administrator shall post the Settlement Agreement and the Preliminary Approval Order on the Settlement Website. The Settlement Website shall be used for the purpose of submitting claims such that each Settlement Class Member may, using his or her unique numeric or alphanumeric identifier and an electronic signature, fill out and submit a Claim Form on the Settlement Website. Additionally, a Settlement Class Member may submit a Claim Form by U.S. Mail to the Settlement Administrator. The Parties shall mutually agree on the URL address for the website, which shall not include the name of Defendant and shall not contain any advertising or bear the logos or trademarks of Defendant. The Settlement Website may be amended from time to time as agreed to by the Parties, including to add any fee application and Final Approval Order. A link to the Settlement Website shall be included in the Notices. The Settlement Administrator shall maintain the website for at least 120 days after the Claims Submission Deadline, after which time the Settlement Website shall be removed.
9. The Settlement Administrator shall also create and make available to Settlement Class Members a toll-free number with recorded answers to frequently asked questions. The toll-free number shall be active through 120 days after the Claims Submission Deadline.

#### **IV. SETTLEMENT ADMINISTRATOR**

1. Defendant agrees to pay all reasonable class settlement administration costs. The Parties agree that a third party, Epiq Global Systems, shall be appointed as Settlement Administrator to perform the services described herein. Defendant shall be solely responsible for the payment of the Settlement Administrator's fees and costs. Payments to Settlement Class Members will not be impacted or affected in any way due to Defendant's agreement to pay the fees and costs of the Settlement Administrator.
2. The Settlement Administrator shall assist with the various administrative tasks set forth herein and any others necessary to implement the terms of this Agreement and the Proposed Settlement as preliminarily approved.
3. Neither Defendant, nor Plaintiff, nor any of the Released Persons, nor any of the Releasing Persons, nor any of their counsel, including Class Counsel and Defendant's Counsel, shall be liable for any act, or failure to act, of the Settlement Administrator.

#### **V. CLAIMS PAYMENTS**

1. To be eligible for a Claim Payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a complete Claim Form and must not have submitted a request for exclusion.

2. The Maximum Claim Payment paid to each individual Eligible Class Member who submits a timely, complete, and valid claim will be calculated as follows:

Defendant agrees to pay Class Members who submit a valid claim form an amount representing 75% of the difference between 6.6% of the value of the total loss vehicle as paid by Defendant and the amount previously paid by Defendant to the claimant for TAVT. This amount includes any potential interest that may be owed. If there is no such difference or if the person previously recovered more than 6.6% of the value of the total loss vehicle as paid by Defendant that person will not be entitled to recovery.

3. The payment described herein in this Section V is the only payment to which Settlement Class Members are entitled under this Agreement. No additional amounts shall be paid. The payments shall be in full and final disposition of the Action, and in consideration for the release of any and all Released Claims as against any and all Released Persons. Any rights to settlement Claim Payments under this Agreement shall inure solely to the benefit of Settlement Class Members and are not transferable or assignable to others.
4. All terms or payment limitations provided for under Defendant's policies and the Georgia Statutes and/or regulations remain applicable to the Settlement Class Members, except as provided herein.

## **VI. CLAIM SUBMISSIONS**

1. This is a "claims-made" settlement. In addition to Defendant's belief that it has a reasonable chance of success as to any trial or appeal related to the Action, because of the costs, resources, and time that would be incurred, Defendant asserts that it would not have settled the Action except on a claims-made basis. The claims-made structure of this Agreement is a material term of this Proposed Settlement.
2. Each Settlement Class Member will be provided an opportunity to submit, at his or her option, a Claim Form requesting a payment calculated in accordance with Section V above. The Claim Form unique to each Settlement Class Member shall be attached to the Notices.
3. To be considered for payment, a completed and signed Claim Form must be postmarked by U.S. Mail or other courier service or submitted electronically to the Settlement Website no later than 12:00 a.m. (midnight) Eastern Standard Time on the Claims Submission Deadline, which is forty-five (45) days after the Final Approval Hearing. The timeliness of the mailing or electronic submission of the Claim Forms shall be determined by the Settlement Administrator.
4. A Settlement Class Member must in a Claim Form (i) affirm Settlement Class membership; (ii) affirm his or her identity; and (iii) sign the Claim Form attesting to the accuracy of the information contained in the submitted Claim Form to the

best of the Settlement Class Member's knowledge. Each individual Settlement Class Member will have a corresponding Claimant ID (assigned by the Settlement Administrator for tracking purposes) which will be listed on each of the Notices. Claim Forms must be submitted individually by each Settlement Class Member and shall not be submitted collectively or in groups.

## **VII. CLAIMS ADMINISTRATION**

1. Claim Forms that are timely submitted to the Settlement Administrator shall be processed as follows:
  - a. If a Claim Form is unsigned, illegible, or does not include all of the information listed and required in Section VI, that Claim Form shall be deemed defective and not eligible for payment. The claimant shall have one (1) opportunity to cure the defect by submitting a corrected Claim Form within ten (10) days of notice sent by the Settlement Administrator. No further opportunities to cure will be allowed by the Settlement Administrator.
  - b. Defendant reserves the right to audit or challenge individual claims submitted by Settlement Class Members on a case-by-case basis. If Defendant challenges a claim submission, within thirty (30) days after the Claims Submission Deadline Defendant will explain in writing to the Settlement Class Member the reason why Defendant does not believe the Settlement Class Member is entitled, in whole or in part, to payment, a copy of which will be provided to Class Counsel. Class Counsel will provide any response to disputed claims within 45 days after the Claims Deadline. Any disagreements between Class Counsel, Defendant, and/or the claimant concerning the validity of a submitted claim will be amicably resolved between the Parties.
  - c. For those claims that Defendant does not challenge as invalid, Defendant will review its records, claims files, and data, and shall provide the Settlement Administrator and Class Counsel information with the amount of the Claim Payment for each claim.
  - d. Properly completed, timely submitted, and eligible claims shall be paid within ninety (90) days after the Effective Date (or ninety (90) days after the resolution of any appeals or other post-judgment relief if sought), whichever is later.
  - e. Individual payment checks for each properly completed, timely submitted, and eligible claim shall be issued by Defendant and sent to the Settlement Administrator for mailing. All settlement checks shall remain negotiable for 90 days after issuance. If a check has not been cashed within that 90-day time period, Defendant is entitled to void or cancel those checks and is not obligated to re-issue the same and thereby may retain such funds. Any

uncashed checks after the 90-day stale date shall revert to Defendant since no fund is being created, as opposed to an anticipated settlement amount, which also means no escheatment process is required.

- f. Claim Forms that are not fully completed and/or not timely submitted, as determined by the Settlement Administrator, shall not be considered for payment.
- g. Defendant and Class Counsel may request periodic status reports from the Settlement Administrator in order to monitor the status of the Settlement, including as to Notices and claims submissions.

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

1. Class Counsel's entitlement, if any, to an Attorneys' Fee Award, will be determined by the Court. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Proposed Settlement were preliminarily resolved subject to the execution of a term sheet between the Parties and this Agreement, and the terms of this Proposed Settlement are not conditioned upon any maximum or minimum Attorneys' Fee Award, except as explicitly stated herein. Defendant shall bear its own attorneys' fees and costs.
2. Class Counsel will file a motion with the Court prior to the Final Approval Hearing requesting an award of attorneys' fees and costs payable to Class Counsel in a total amount that shall not exceed \$423,000.00 for attorneys' fees and costs ("Maximum Attorneys' Fees and Costs Award").
3. Payment of any attorneys' fees and costs award, and of the costs of the administration of this Settlement, are separate from and in addition to the payments available to Settlement Class Members and class representative. The amount owed and/or paid to Settlement Class Members will not be adjusted or reduced at all as a result of any payments made for attorneys' fees, costs, or the costs of administration and notice.
4. Defendant will not oppose or object to a motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in an amount not exceeding the Maximum Attorneys' Fees and Costs Award of \$423,000. As long as the Attorneys' Fee Award does not exceed the Maximum Attorneys' Fees and Costs Award, Defendant agrees to pay and will not appeal the Attorneys' Fee Award or any lesser amount the Court may award. Plaintiff and Class Counsel will not seek to enforce or recover any Attorneys' Fee Award in excess of the Maximum Attorneys' Fees and Costs Award. Class Counsel represent that they have conferred with all attorneys for Plaintiff and that the amount set forth herein is the maximum fee and costs amount for *all* Class Counsel, and any other attorneys representing Plaintiff, in connection with the Action.

5. Attorneys' fees and costs shall be payable within fifteen (15) days after the Effective Date. Defendant shall not be obligated to pay any attorneys' fees and costs if the Proposed Settlement is not finally approved and/or sustained on appeal.

#### **IX. CLASS REPRESENTATIVE SERVICE AWARD**

1. Class Counsel may petition the Court for a Service Award not to exceed \$10,000.00 for the service to the Settlement Class and the time and effort that the Class Representative personally invested in this action. If approved, the Service Award will be paid by Defendant exclusively and independently of any class settlement benefits, attorney's fees and costs, and settlement administration costs. Class Counsel shall be responsible for distributing to the Class Representative any Service Award awarded by the Court and paid by Defendant.

#### **X. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF AGREEMENT**

1. The Plaintiff, Settlement Class Members and Defendant consent to the entry of a Final Judgment substantially in the form described in Section XI below and without material alteration from the form of Final Judgment contained within Exhibit 2, with the understanding that the parties may include additional case law to support a final approval of the Settlement Agreement.
2. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then Defendant shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Defendant shall have 15 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.
3. If the Court does not finally approve the Settlement, all obligations of Defendant under this Agreement terminate, including but not limited to any obligation to pay attorneys' fees or Class Representative Fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendant that certification as a class is appropriate in any other litigation, or otherwise shall preclude Defendant

from opposing or asserting any argument it may have with respect to certification of a class in this Action if the Settlement is not consummated.

4. Defendant, in its sole discretion, may elect to terminate this Agreement if more than two percent (2%) of potential Class Members object to and/or Opt-Out of this Settlement or if the Plaintiff or any Settlement Class Member with an attorney client relationship to Class Counsel or their firms, opts out, excludes himself or herself from, or objects to the Settlement Class or this Settlement. Defendant must exercise this right within 30 calendar days of the opt-out deadline. In the event of a termination pursuant to this Paragraph, the parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order.

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

1. At least seven (7) days prior to the Final Approval Hearing, Class Counsel will file a motion seeking the Court's final approval of the Proposed Settlement at the Final Approval Hearing to be held at a time, date, and location as set by the Court and that will be stated in the Notices (if provided by the Court). The Motion shall request, at minimum, the Court to enter a Final Order and Judgment that:
  - a. Certifies the Settlement Class for settlement purposes only;
  - b. Finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
  - c. Gives final approval to the Proposed Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement;
  - d. Finds that Class Counsel and Plaintiff adequately represented the Settlement Class;
  - e. Finds that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class Members;
  - f. Finds that the notice set forth in this Agreement (i) constituted the best practicable notice under the circumstances, (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement, and to appear at the Final Approval Hearing, and (iii) constituted due, adequate, and sufficient process and notice to all Persons entitled to receive notice;
  - g. Finds that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class



and, accordingly, neither share in nor are bound by the Final Order and Judgment;

- h. Provides that Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Defendant and all the Released Persons, and are bound by the provisions of this Agreement;
- i. Dismisses all claims in the Action on the merits and with prejudice, and without fees or costs except as provided herein, and entering final judgment thereon;
- j. Determines the amount of the Attorneys' Fees Award to Class Counsel and the amount of the Class Representative Fee awarded to the Class Representative;
- k. Reappoints the Settlement Administrator to continue to administer the Final Settlement;
- l. Orders that Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel will not violate this provision;
- m. Permanently bars and enjoins the Plaintiff and each and every Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any and all of the Released Claims against any and all of the Released Persons; and
- n. Retains jurisdiction to enforce the Agreement and Final Judgment.

## **XII. REQUESTS FOR EXCLUSION AND OBJECTIONS**

1. Settlement Class Members who wish to exclude themselves from the Settlement Class must submit timely and written requests for exclusion. To be effective, such a request must include the Settlement Class Member's name and address, an unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member. The request must be mailed to the Settlement Administrator at the address provided in the Notices postmarked no later than thirty (30) days prior to the Final Approval Hearing. Requests for exclusion must be exercised individually by the Settlement Class Member and are only effective as to the individual Settlement Class Member requesting exclusion.
2. Settlement Class Members may not opt out of specific aspects of the settled claims while still participating for other aspects of this Proposed Settlement based on the same claim. Settlement Class Members may not both opt out of the Settlement Class and object to the Proposed Settlement. If a Settlement Class member opts out of the Settlement Class, he or she is ineligible to object to the terms of the Proposed Settlement.
3. Plaintiff shall not elect or seek to opt out or exclude themselves from the Settlement Class, and any such attempt will be deemed a breach of this Agreement and sufficient to permit Defendant to terminate this Agreement.
4. The Settlement Administrator shall promptly log and prepare a list of all Persons who properly requested exclusion from the Settlement Class (the "Opt-Out List") and shall submit an affidavit to the Court which includes and attests to the accuracy of the Opt-Out List no later than seven (7) days prior to the Final Approval Hearing set by the Court.
5. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein pursuant to the terms of a Final Order and Judgment.
6. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must mail to the Settlement Administrator and file with the Court written notices of intent to object. Any Settlement Class Member who timely files an objection in compliance with this paragraph may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.
7. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than thirty (30) prior to the Final Approval Hearing. In addition, any objection or motion to intervene must be postmarked and mailed to:

Class Counsel:

R. Brent Irby  
**IRBY LAW, LLC**  
2201 Arlington Ave. S  
Birmingham, AL 35205

and

Counsel for Defendant:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr.  
Suite 5900  
Chicago, IL 60606

8. The right to object to the Proposed Settlement or to intervene in the Action must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that such objections may be submitted by a Settlement Class Member's Legally Authorized Representative.
9. To be effective, a notice of intent to object to the Proposed Settlement must include:
  - a. a caption or title that identifies it as "Objection to Class Settlement in *Broadbent v. Travelers*, Case No. SUCV2022000350 (Superior Court of White County, Georgia)";
  - b. the full name, signature, home address and telephone number, or other information sufficient to identify the Settlement Class Member;
  - c. a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
  - d. a certification that the objecting party is a member of the Settlement Class;
  - e. a statement of each objection asserted;
  - f. a detailed description of the basis and facts underlying and supporting each objection;
  - g. a detailed description of the legal authorities, if any, underlying and supporting each objection;
  - h. copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the Final Approval Hearing;

- i. a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with the address for each witness and a summary of each witness's anticipated testimony;
  - j. the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection;
  - k. the objecting party's policy number(s) (last four digits) for his or her Georgia automobile policies with Travelers or other documentary proof of membership in the Settlement Class; and
  - l. disclosure of any other class action settlements to which the objecting party or his or her agents or representatives, successors or predecessors have objected, including disclosing the number of times the objecting party has objected to a class action settlement within the preceding five years, the caption of each case, the counsel representing the objecting party in each prior objection, and a copy of any orders related to any prior objections.
10. Any Settlement Class Member who does not file a timely notice of intent to object waives the right to object or to be heard at the Final Approval Hearing and shall be barred from making any objection to the Proposed Settlement. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendant by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Proposed Settlement shall remain Settlement Class Members and waive their right to pursue an independent remedy against Defendant. To the extent any Settlement Class Member objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court. Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth herein.
11. The Settlement Administrator shall provide Defendant and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator.

### **XIII. DENIAL OF LIABILITY**

1. Were it not for this Settlement, Defendant would have vigorously contested each and every claim in the Action. Defendant maintains that it has consistently acted in accordance with governing laws at all times. Defendant vigorously denies all the material allegations set forth in the Action. Defendant nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Agreement. Defendant reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendant to conduct its

business unhampered by the distractions of continued litigation. The settlement of this matter by Defendant, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Persons.

2. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Persons, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendant at its sole discretion.
3. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding.

#### **XIV. DISMISSAL OF ACTION AND RELEASE OF CLAIMS**

1. Plaintiff, on behalf of the Releasing Persons, hereby expressly acknowledges and agrees, on her own behalf and on behalf of each of her respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge any and all of the Released Persons of and from any and all Released Claims and shall not now or hereafter initiate, maintain, or assert against the Released Persons, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity, any right, liability, claim, or cause of action arising out of or relating to any and all of the Released Claims.
2. Upon entry of the Final Order and Judgment, Plaintiff, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf,

regardless of whether they have submitted a Claim Form, will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged all Released Persons from all Released Claims.

3. Upon the entry of the Final Order and Judgment, the Action will be dismissed with prejudice as to Defendant, Plaintiff, and all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List. The Final Order and Judgment will release all Released Persons from all Released Claims.

## **XV. RETENTION AND CONFIDENTIALITY OF RECORDS**

1. The Settlement Administrator, Class Counsel, and Defendant shall retain copies or images of all returned Notices and Claim Forms and correspondence relating thereto, for a period of up to two (2) years after the entry of the Final Order and Judgment. After this time and to the extent permitted by the applicable Rules of Professional Conduct, upon Travelers' written request, Class Counsel shall destroy any documentary records in their possession.
2. The names, addresses, and data related to Settlement Class Members is confidential and (a) shall not be used or disclosed by Class Counsel or the Settlement Administrator other than as may be necessary to perform the acts required under this Agreement and (b) shall not be used in, or for purposes of, any other proceeding other than in connection with this Settlement in this Action.
3. Defendant asserts that the following constitutes highly confidential and proprietary business information of Defendant (the "Proprietary Information"): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by Defendant in effectuating the Proposed Settlement; and (b) any electronic data processing and other record keeping procedures and materials that may be utilized by Defendant in identifying the Settlement Class Members and effectuating Defendant's other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by Defendant shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiff in this Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 4 below.
4. No persons other than Defendant, Defendant's Counsel, and clerical/administrative personnel employed by Defendant or Defendant's Counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.
5. Within 30 days after all of Defendant's obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Plaintiff in this Action, or

any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendant to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendant's counsel certifying their compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

6. Class Counsel and the Plaintiff shall not make any statements to the media, orally or in writing, about the Action, or this Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action, and shall not in any way make any statements disparaging of Defendant in any way related to the subject matter of the Action.

#### **XVI. REPRESENTATION OF OPT OUTS.**

1. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any opt out or any other person seeking to litigate with any of the Released Persons over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel), any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

#### **XVII. DECEASED CLASS MEMBERS**

1. Claims may be submitted, along with sufficient proof of representative status, by a Legally Authorized Representative on behalf of a deceased Settlement Class Member's estate.

#### **XVIII. INCAPACITATED CLASS MEMBERS**

1. Claims may be submitted by a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

#### **XIX. TAX OBLIGATIONS**

1. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such Settlement Class Payments, and are not in any way the responsibility of Defendant or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

## **XX. MISCELLANEOUS PROVISIONS**

1. To the extent that Plaintiff or Class Counsel seek to provide the Court with an approximate value of the monetary and non-monetary relief in a motion for approval of this Proposed Settlement or for Attorneys' Fees, the Parties will confer on the mutually acceptable language to include in such submission.
2. This Proposed Settlement is contingent upon approval by the Court. If the Proposed Settlement does not receive final and non-appealable court approval, Defendant shall not be obligated to make any payments or provide any other monetary relief to Plaintiff or the Settlement Class Members or any attorneys' fees or expenses to Class Counsel; in such event, the Parties shall be restored to the *status quo ante* in the Action.
3. As described in this Agreement, Defendant will pay all costs incurred to implement and effectuate this Proposed Settlement, including, but not limited to, administrative costs, notice costs, claims handling cost, postage, website maintenance, and all other costs necessary to comport with this Agreement. These costs are separate from, and not included within, the lawsuit costs and expenses that Defendant has agreed to pay, if ordered by the Court, as part of the Attorneys' Fees and Costs Award. Likewise, these costs are separate from, and not included within, the class representative award Defendant has agreed to pay.
4. Each Party to this Agreement warrants that he, she, or it is fully authorized to enter into this Agreement, and is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.
5. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.
6. The Parties agree to undertake best efforts to effectuate this Agreement and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.



7. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Order and Judgment or collateral attack on the Agreement or Final Order and Judgment.
8. The headings and captions contained in this Agreement are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Agreement.
9. This Agreement shall be deemed to have been drafted by all the Parties hereto and their counsel, so will not be construed against either of the Parties.
10. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
11. Except as otherwise provided in a written amendment executed by the Parties or their counsel, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties and their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.
12. This Agreement may be executed in counterparts, each of which shall constitute an original.
13. This Agreement may be amended or modified only by a written instrument signed by all Parties.
14. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Georgia, without regard to principles of conflicts of law.
15. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made part of this Agreement.
16. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.
17. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties.
18. The terms of all confidentiality agreements and orders in the Action remain in full force and effect, and the Parties shall continue to maintain the confidentiality of materials exchanged pursuant to the terms of those agreements and orders.

19. The Parties agree that, if either party is contacted by and/or wants to issue any statement to the press or media regarding the Settlement of the Action, no statement will be issued and “no comment” shall be the response by all Parties.
20. The Parties will request the Court in the action to retain exclusive and continuing jurisdiction over this litigation, the Parties, their counsel, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits and payments, and the implementation and enforcement of its terms, conditions, and obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

DATED this \_\_\_\_\_ day of \_\_, 2024.

For Plaintiff:

By: \_\_\_\_\_  
Anita Broadbent  
Plaintiff

\_\_\_\_\_  
Name  
Witness

For Defendant:

By: \_\_\_\_\_

For Travelers

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

**APPROVED AS TO FORM AND SUBSTANCE**

IRBY LAW, LLC

By: \_\_\_\_\_  
R. Brent Irby

LOBER & DOBSON, LLC

By: \_\_\_\_\_  
William Greg Dobson

LAW OFFICE OF TODD L. LORD

By: \_\_\_\_\_  
Todd L. Lord

*Attorneys for Plaintiff  
and the Settlement Class*

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

DENTONS US LLP

By: \_\_\_\_\_  
Mark L. Hanover

*Attorneys for Defendant*