

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Settlement Agreement” or “Agreement”) is made and entered into between Chase Whitehead, who has filed suit as the representative of a class of similarly situated individuals (“Plaintiff”), and Amica Mutual Insurance Company (“Defendant”). Plaintiff enters into this Settlement Agreement both individually as well as on behalf of the class (the “Settlement Class” defined below). Plaintiff and Defendant are referred to in this Settlement Agreement individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, on October 18, 2022, Plaintiff filed a complaint against Defendant in the Superior Court for the State of Arizona, in Maricopa County, titled *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. CV2022-013851, which was subsequently removed to the United States District Court, District of Arizona, on November 21, 2022, Case No. 22-cv-01978-PHX-DJH (the “Litigation”).

**WHEREAS**, in the Litigation, Plaintiff alleges Defendant unlawfully denied “stacked Uninsured Motorist Coverage” and “Stacked Underinsured Motorist Coverage” to a class of insureds entitled to Uninsured Motorist (“UM”) and Underinsured Motorist (“UIM”) coverage on policies issued by Defendant in Arizona (the “Dispute”).

**WHEREAS**, Defendant denies that it engaged in wrongdoing of any kind and avows that it is entering into this Agreement solely because the proposed settlement eliminates the burden and expense of litigation while providing substantial benefits to its insureds and not as any admission of liability to Plaintiff or the Settlement Class.

**WHEREAS** the Parties participated in a successful arm’s-length mediation wherein the Parties reached an agreement on a proposed class-wide settlement.

**WHEREAS** the Parties wish to resolve their disputes fully and finally without the need for further litigation, and to memorialize that settlement in this Settlement Agreement.

**WHEREAS** this Settlement Agreement shall serve as the full and final resolution of all claims, disputes, and issues that were or could have been raised in the Litigation by Plaintiff and/or any Class Member, as defined below.

**WHEREAS** the Parties acknowledge that this Agreement is entered into in good faith and for no collusive purpose.

**NOW, THEREFORE**, in consideration of the execution of this Agreement and these recitals, which are incorporated into the terms of this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**A. Definitions**

1. “Action” means the instant class action captioned *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. 22-cv-01978-PHX-DJH,
2. “Class Counsel” shall refer to The Slavicek Law Firm and Hagens Berman Sobol Shapiro, LLP.
3. “Class Member” means any person who falls within the definition of the “Settlement Class” who has not timely elected to be excluded from the Settlement Class in accordance with the procedure approved by the Court.
4. “Class Period” means October 18, 2016, through the Execution Date.
5. “Class Representative” refers to Chase Whitehead.
6. “Court” means the United States District Court for the District of Arizona.
7. “Defendant” or “Amica” means Amica Mutual Insurance Company.
8. “Defendant’s Counsel” shall refer to Jaburg & Wilk, P.C.
9. “Effective Date” means the date the Court enters Final Judgment.
10. “Execution Date” means the date the last Party signs this Settlement Agreement.
11. “Final Allocation” means the final percentage each Class Member is entitled to recover from the Net Settlement Fund.
12. “Final Judgment” means a final order approving the Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action and all claims against Defendant with prejudice as to all Settlement Class Members.
13. “Initial Allocation” means the initial percentage each Class Member is entitled to recover from the Net Settlement Fund, before any Class Members have excluded themselves from the Settlement.
14. “Net Settlement Fund” means the Settlement Fund, reduced by the following

amounts: (1) the costs of notice and of administering the settlement, as specified below; (2) any attorneys' fees and expenses awarded to Class Counsel; and (3) any service fee awarded to the Class Representative, as specified below.

15. "Notice" means the Notice of Class Action Settlement, in substantially the same form as attached hereto as Exhibit C, and to be agreed upon by the Parties (including as to its final form), which will be mailed to each of the Class Members.

16. "Notice Date" means the date set forth in the Preliminary Approval Order for commencing the transmission of the Notice.

17. "Released Claims" means those claims released pursuant to Paragraphs 34 to 35 of this Settlement Agreement.

18. "Releasees" means Amica, its past and present directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and their predecessors, successors, heirs, and assigns.

19. "Releasers" means the Class Representative and Class Members, and their respective agents, predecessors, successors, heirs, executors, administrators, and assigns.

20. "Settlement Administrator" means Epiq Class Action & Claims Solutions, Inc ("Epiq").

21. "Settlement Agreement" means this Settlement Agreement.

22. "Settlement Class" means all persons insured under an insurance policy issued by Defendant in Arizona that covered more than one vehicle for uninsured or underinsured motor vehicle insurance, and who received the limit of liability for the uninsured or underinsured benefits for only one unit of (or one vehicle's) UM or UIM coverage during the Class Period, as reflected in the agreed-upon list attached as Exhibit A.

23. "Settlement Fund" means the Settlement Amount, as set forth and calculated in Paragraph 36 below.

24. "Settling Parties" means, collectively, Plaintiff (on behalf of himself and the Settlement Class) and Defendant.

## **B. Certification of a Class for Settlement Purposes Only**

### ***Preliminary Approval.***

25. Solely for the purpose of implementing this Agreement and effectuating this Settlement, Defendant stipulates to entry of a Preliminary Approval Order in the form of the proposed Preliminary Approval Order (or its substantial equivalent) attached as Exhibit D, preliminarily certifying the Settlement Class, and appointing the Class Representative and Class Counsel to represent the Settlement Class.

26. Class Counsel shall draft a Motion for Preliminary Approval and provide a draft to Defendant's Counsel before filing it. The Parties will agree on the form and substance of the Motion for Preliminary Approval. The Motion for Preliminary Approval will attach the Preliminary Approval Order, this Agreement, and accompanying documents, which Class Counsel shall provide to Defendant's Counsel for approval before Class Counsel files it with the Court. The Motion for Preliminary Approval will request entry of the Preliminary Approval Order without material alteration from Exhibit D. Defendant will not oppose the Motion for Preliminary Approval and agrees that the Settlement is fair, reasonable, and adequate.

27. The Motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to the Federal Rules of Civil Procedure for settlement purposes only; (3) approve the procedures set forth herein below for Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (4) stay the Action pending Final Approval of the Settlement; (5) appoint Epiq as the Settlement Administrator; and (6) schedule a Final Fairness Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees and costs and for any Service Award to the Class Representative.

28. The Motion for Preliminary Approval shall include a proposed form of, method for, and date of dissemination of notice. Plaintiff and Defendant must agree on the text of the Notice before submission of the Motion for Preliminary Approval. Individual notice of the settlement shall be as set forth in the Motion for Preliminary Approval or, if modified, as approved by the Court. All expenses will be paid from the Settlement Fund. The Motion for Preliminary Approval shall ask the Court to find that mailing, or if no mailing address, then emailing, the Notice to all Class Members who can be identified upon reasonable effort constitutes valid, due, and sufficient notice to the Settlement Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

29. Within 10 days of Class Counsel's filing of the Motion for Preliminary Approval, the Settlement Administrator, on behalf of Defendant, shall provide notice of such motion, and all documents required by 28 U.S.C. § 1715(b)(1) through (8), to the Attorney General of the United States, the Executive Deputy Director of the Arizona

Department of Insurance and Financial Institutions, and an appropriate State official of each State in which a Class Member resides, as required by the Class Action Fairness Act, 28 U.S.C. § 1715(b). The costs to Defendant of providing such notice shall be paid from the Settlement Fund. The Preliminary Approval Order will include a finding that the proposed process and form of notice is in full compliance with 28 U.S.C. § 1715(b).

30. If a Preliminary Approval Order is not entered substantially in the form attached as Exhibit D, or if the Settlement Agreement is not otherwise approved, the procedures outlined in Paragraphs 70 to 71 below will apply.

***Final Approval and Judgment.***

31. In accordance with the schedule set in the Preliminary Approval Order and such that the Final Fairness Hearing shall not be scheduled in a way that is inconsistent with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* Class Counsel shall draft the motion requesting final approval of the Settlement (the “Motion for Final Approval”), the entry of a final approval order (the “Final Approval Order”), and entry of final judgment (the “Final Judgment”), which shall take a form to be agreed by both Parties in substantial conformance with terms of this Agreement.

32. The Motion for Final Approval shall, among other things, request that the Court: (1) certifies the Settlement Class pursuant to the Federal Rules of Civil Procedure for settlement purposes only; (2) finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Agreement and all Exhibits thereto; (3) gives final approval to the Settlement Agreement and directs the Parties and counsel to comply with and consummate the terms of the Agreement; (4) make all findings required by Federal Rule of Civil Procedure 23(e)(2); (5) finds that the Class Action Fairness Act Notice provided by the Settlement Administrator on behalf of Amica complied with 28 U.S.C. § 1715(b); (6) finds that the Exclusion List (discussed below) 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 Judgment; (7) provides that Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class, and their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers and assigns of each of the foregoing, or any other person with any such claim) have conclusively compromised, settled, discharged, and released all Released Claims against all Releasees, and are bound by the provisions of this Agreement; (8) 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; and (9) determines the amount of Attorneys’ Fees and Costs to award to Class Counsel and the amount of any Service Fee to award to Plaintiff.

33. If the Settlement Agreement is not approved, or if its approval is conditioned on any modifications that are not acceptable to all Parties, the procedures outlined in

paragraphs 70–71 below will apply.

**C. Release and Discharge**

34. Each member of the Settlement Class releases and forever discharges Defendant, its past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers and assigns of each of the foregoing, or any other person with any such claim) past, present, or future claims brought in this Action or that could have been brought against the Defendant based on the facts and allegations in the Action (“Released Claims”) as of the Effective Date. Each Party to the Agreement and each Party’s successors, assigns, and representatives shall be bound by this Agreement and it shall inure to their benefit.

35. Upon entry of the Final Approval Order and Final Judgment, the Action will be dismissed with prejudice as to Amica, Plaintiff, and all Class Members.

**D. Consideration for Settlement and Class Payments**

36. **Settlement Fund.** Defendant’s total financial commitment under this Settlement Agreement shall be \$2,875,000.00 (the “Settlement Amount”), less any reductions for Class Members who timely and properly exclude themselves from the Class. Specifically, if one or more Class Members exclude themselves from the Settlement pursuant to Paragraphs 54 to 61 below, the Settlement Fund will be reduced in accordance with the procedure outlined in Paragraph 60 below. Within 15 calendar days after the Effective Date of this Settlement Agreement, the Settlement Amount, shall be paid into an account established by the Settlement Administrator for the Settlement Fund.

37. The Settlement Administrator shall agree to hold the Settlement Fund in an interest-bearing account and to administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1 *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. The interest earned in the aforementioned account shall be added to the Settlement Fund.

38. **Disposition of the Settlement Fund.** The Settlement Fund shall be applied as follows:

a. To pay the costs of notice and the costs of administering the settlement, as set forth in this Agreement;

b. After entry of the Final Judgment, to pay any approved attorneys’ fees and expenses to Class Counsel, and any service award to the Class Representative, as set forth

in this Agreement;

c. After the Effective Date, to distribute the Net Settlement Fund to the Class Members as set forth below.

39. **Allocation of Settlement.** The Net Settlement Fund shall be distributed to the Class Members based on the percentages listed in Exhibit A (“Initial Allocation”), in proportion to the relative valuation of damages determined by Class Counsel in consultation with experts retained by the Class Representative and Class Counsel. After the deadline to request exclusion has passed and the exclusions are known, the Settlement Fund will be reduced for each excluded Class Member by the percentages set forth in Exhibit B, as described in Paragraph 60 below. The percentage allocation of the Net Settlement Fund (the reduced Settlement Fund, less the costs and fees described in Paragraph 38) for the remaining Class Members shall be recalculated proportionally to reflect the reduction in Class Members and reduced Settlement Fund (“Final Allocation”). The Class Representative and Class Counsel shall endeavor to ensure the percentages represent the relative valuation of each class member’s claim to additional UM/UIM benefits, and not the value of one’s personal injury claim standing alone, as that value becomes meaningless to the extent that it exceeds the additional UM/UIM benefits available.

40. **Payment Process.** Within 90 calendar days of the Effective Date or such other later date as may be ordered by the Court, the Settlement Administrator, subject to such supervision and direction of the Court and the Parties, as may be necessary or as circumstances may require, shall distribute payments to the Class Members in accordance with the Final Allocation. The Settlement Administrator shall mail checks to each of the Class Members. Each check shall state that the check shall be cashed within 90 days of the date the check is issued; otherwise it will become void. If a check becomes void, Class Counsel can have a check reissued upon a showing of good cause if the request is made within 90 days of the check becoming void.

41. Following distribution of the Net Settlement Fund as set forth above, if payments to Class Members remain uncashed or unclaimed after 90 days (or such other later date if the Court so orders), the funds attributable to those individuals shall be used to pay any unanticipated additional costs of settlement administration as set forth below. If necessary, the Parties shall thereafter confer about the distribution of any remaining unclaimed funds, with resolution subject to Court approval.

42. **Payment of Expenses.** The Parties agree that the costs associated with notice to the Settlement Class and the costs of administration of the Settlement Fund shall come solely from the Settlement Fund. The notice and administration expenses are not recoverable if this settlement does not become final, but only to the extent such funds are actually expended for notice and administration costs. Other than their obligation to pay the Settlement Amount into the Settlement Fund, Defendant shall not be liable for any costs of providing notice to the Settlement Class nor any other costs of administration of the Settlement Fund.

## **E. Settlement Administration**

43. Defendant shall provide to the Settlement Administrator and Class Counsel, the names, and last known addresses, email addresses, and phone numbers of the Class Members. The Settlement Administrator shall administer the notice program described herein and pursuant to the Preliminary Approval Order.

44. The Parties agree to request the Court's approval of the following forms and methods of notice to the Settlement Class:

a. After preliminary approval, the Settlement Administrator will mail each Class Member a copy of the Notice, which will be developed in good faith by both Parties. The Notice will inform Class Members of the settlement and provide contact information for Class Counsel. Class Members can request additional settlement information and case documents from Class Counsel.

b. After preliminary approval, Class Counsel may contact Class Members to provide information or answer questions that will aid "prospective class members in deciding whether or not to join the class action." *Kleiner v. First Nat. Bank of Atlanta*, 102 F.R.D. 754, 769 (N.D. Ga. 1983). For this purpose, Defendant will provide Class Counsel with last known contact information for Class Members in its possession. Class Counsel has consulted with ethics counsel to ensure compliance with all ethical rules, including Rule 4.2 of the Arizona Rules of Professional Conduct. Class Counsel will not advise any Class Member on whether to opt out of the settlement when contacting Class Members and will present information in a neutral fashion.

45. The Settlement Administrator has agreed to perform all settlement administration duties required by the Settlement Agreement at a cost not to exceed \$15,300. The Settlement Administrator shall withdraw that amount from the Settlement Fund to cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including the notice program and claims administration process.

46. The Notice shall provide information on the procedure by which Class Members may object to the Settlement.

## **F. Objections**

47. **Objections.** Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, and/or any attorneys' fees or expenses to Class Counsel, or any service fee to the Class Representative, must comply with the following requirements.

48. **Content of Objections.** Content of Objections. To be effective, any objection must be in writing and must:

- a. Clearly identify the case name and number, *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. CV2022-01385;
- b. Include the full name, address, telephone number, and email address of the person objecting (the “Objector”);
- c. State whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection, including any legal and factual basis for the objection; and
- d. State whether the Objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if so, identify the witnesses and evidence the Objector intends to present at the Final Fairness Hearing.

49. **Submission of Objections.** If a Class Member does not submit a written objection to the Court and Counsel for the Parties regarding the proposed Settlement Agreement, the Class Member will not be able to participate in the Final Fairness Hearing (as defined below).

50. **Deadline for Objections.** Objections must be submitted by the “Objection and Exclusion Deadline,” which is 60 days after the Notice Date.

- a. If submitted through ECF, objections must be submitted by the Objection and Exclusion Deadline no later than 11:59 p.m. Arizona Time.
- b. If submitted by postal mail, objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an objection and/or intention to appear has been timely submitted. If a postmark is illegible or unavailable, the date of mailing shall be deemed to be three days prior to the date that the Court scans the objection into the electronic case docket. The Class Member must pay for postage.
- c. Any Class Member who does not submit a timely written objection in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed Settlement, or to be heard at the Final Fairness Hearing, including by appeal, collateral attack, or otherwise.

d. Any Class Member who objects to the Agreement or Settlement shall remain a Class Member and waives their right to pursue an independent remedy against Amica and any Releasee. To the extent any Class Member objects to the Settlement Agreement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Court's Final Approval Order and the Final Judgment of the Court. Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth below.

51. ***Attendance at Final Fairness Hearing.*** An Objector who submits an objection that includes the required information detailed above on time has the option to appear and request to be heard at the Final Fairness Hearing. If an Objector wishes to appear and be heard at the Final Fairness Hearing, he or she must include a Notice of Intention to Appear in their objection. Objectors who fail to submit or include this Notice of Intention to Appear may not speak at the Final Fairness Hearing without permission of the Court.

52. ***Objectors' Attorneys' Fees and Costs.*** If an Objector makes an objection, including through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and costs.

53. ***No Solicitation of Settlement Objections.*** At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

## **G. Exclusions**

54. ***Requests for Exclusion.*** The Notice shall advise Class Members of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind Class Members who exclude themselves from the Settlement.

55. Plaintiff shall not elect or seek to opt out or exclude himself from the Settlement Class, and any such attempt will be deemed a breach of this Agreement sufficient to permit Amica to terminate the Agreement.

56. ***How to Request Exclusion.*** To request to be excluded from the Settlement, Class Members must timely submit a written Request for Exclusion. The Request for Exclusion must be sent by postal mail to the Settlement Administrator. Requests for exclusion must be exercised individually by the Class Member and are only effective as to the individual Class Member requesting exclusion.

57. ***Deadline to Request Exclusion.*** To be excluded from the Settlement, the Request for Exclusion must be received by the Objection and Exclusion Deadline, which is 60 days after the Notice Date. The Class Member must pay for postage.

58. ***Effect of Exclusion.*** Any person who validly and timely requests exclusion from the Settlement, or who previously submitted a valid request for exclusion, shall not be a Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement.

59. All Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement.

60. ***Reduction of Settlement Fund.*** If any Class Member timely requests exclusion, the Settlement Fund (and Settlement Amount) will be reduced by the percentage allocated for that Class Member set forth in the attached Exhibit B.

61. ***Exclusion List.*** No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the exclusion requests submitted by all persons who timely and validly excluded themselves from the Settlement. The Settlement Administrator shall submit an affidavit to the Court which includes and attests to the accuracy of the Exclusion List no later than ten (10) days prior to the Final Fairness Hearing set by the Court.

**H. Class Counsel's Attorneys' Fees and Costs, and Service Award for Class Representative**

62. Class Counsel may apply for a reasonable award of attorney's fees and expenses (the "Fee and Expense Award"), to be drawn exclusively from the Settlement Fund. Any Fee and Expense Award will be determined by the Court.

63. If the Court approves an award, the Settlement Administrator shall wire the amount of the approved Fee and Expense Award from the Settlement Fund to an account specified by Class Counsel within 30 calendar days of the Effective Date.

64. Class Counsel may also apply for a service award for the Class Representatives to compensate them for their service in the Action (the "Service Award"), to be drawn exclusively from the Settlement Fund. The Service Award will be treated as a 100% non-wage claim payment for tax purposes. The Settlement Administrator shall issue an IRS Form 1099-MISC for the Service Award payment to the Class Representative. If the Court approves an award, the Settlement Administrator shall wire any such Service Award(s) to the account(s) specified by Class Counsel within 30 calendar days of the Effective Date. Any Service Award will be determined by the Court.

65. The Court will consider the application by Class Counsel for a Fee and Expense Award separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to the

application for a Fee and Expense Award, the pendency of any such application, or any appeal from any such order, shall not affect or delay the finality of the judgment approving the settlement, nor will it terminate or cancel this Settlement Agreement.

66. Defendant and any other Releasee under this Settlement Agreement shall not be responsible for, have any interest in, or have any liability whatsoever with respect to any payment to Class Counsel of any Fee and Expense Award in the Action, except for the obligation to pay the Settlement Amount into the Settlement Fund.

67. The Defendant and any other Releasee under this Settlement Agreement shall not be responsible for, interested in, or liable for the allocation of any Fee and Expense Award that the Court may make or approve in the Action among Class Counsel or any other person who may assert some claim thereto.

68. Neither Defendant nor any other Releasee under this Settlement Agreement shall be held liable for any additional fees or expenses of the Plaintiff or any Class Member in connection with the Action. Class Counsel agrees not to seek any additional fees or costs from Defendant in connection with the Action or the settlement of the Action. Defendant agrees not to seek its court costs, attorneys' fees, or expenses once the Court enters an order dismissing the Action and the Effective Date has passed.

#### **I. Cooperation**

69. The Parties agree to prepare and execute all documents, to seek Court approvals, and to defend Court approvals. Defendant shall undertake all actions reasonably necessary to complete the settlement described in this Agreement. Such actions may include, but are not limited to, providing necessary documentation, making necessary Court appearances, and fulfilling any other requirements as specified by the Plaintiff.

#### **J. If the Settlement Agreement is Not Approved or Final Judgment is Not Entered**

70. If the Court refuses to approve this Settlement Agreement or any part hereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Final Judgment provided for in this Settlement Agreement, or if the Court enters the Final Judgment and appellate review is sought, and on such review, such Final Judgment is not affirmed in its entirety, or if the Settlement Agreement is not consummated for any other reason, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) any payments of the Settlement Fund and any and all interest earned thereon, shall be returned to Defendant within ten (10) business days from the date the Settlement Agreement becomes null and void, (c) any release shall be of no force or effect, and (d) nothing in this Agreement and/or the fact that it was entered into and/or negotiations relating to this Agreement shall be offered, received, or construed as an admission or as evidence

for any purpose in any proceeding, including certification of a litigation class. In such event, Plaintiff shall have an obligation to negotiate with Defendant in good faith regarding a revised settlement agreement that resolves this action on terms as close as possible to those set out in this agreement that the Parties reasonably anticipate will be approved by the Court. If the Parties are unable to agree on a revised settlement agreement, the case will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement Agreement.

71. If the Settlement Agreement does not become final, it will be of no force or effect. All obligations owing under this Settlement Agreement shall cease immediately. All remaining funds in the Settlement Fund shall be returned to Defendant. Defendant and Plaintiff expressly reserve all their rights and defenses if this Settlement Agreement does not become final.

#### **K. Denial of Liability**

72. Amica maintains it acted in accordance with the governing laws and regulations of the State of Arizona and abided by the terms of the applicable insurance policies. Amica nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth in this Agreement.

73. Amica enters into this Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind, or that certification is appropriate. This Agreement is not to be construed as an admission or concession of the truth of the allegations in the Action or of any liability, fault, or wrongdoing of any kind. The terms of this Agreement are material to Amica's decision to settle the Action notwithstanding its belief that its defenses are meritorious and its chances of success are significant.

#### **L. Miscellaneous**

74. Plaintiff expressly warrants that, in entering into the Settlement, he has relied solely upon his own knowledge and investigation, and not upon any promise, representation, warranty, or other statement by Defendant not expressly contained in this Agreement.

75. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. Each Party has had the opportunity to negotiate the terms of the Agreement and the Settlement Agreement represents a negotiated, arm's-length transaction. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the

Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties.

76. This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Settlement Agreement, for a complete resolution of the relevant claims with respect to all Parties to this Settlement Agreement.

77. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff, Class Members, and Defendant. Each covenant and agreement made herein by Plaintiff, or Class Counsel shall be binding upon all Class Members and Releasers. Each Releasee (other than the Defendant that is a party hereto) is a third-party beneficiary of this Settlement Agreement and is authorized to enforce the Settlement Agreement's terms applicable to that Releasee.

78. ***Integrated Agreement.*** This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any of the Parties hereto, except as provided for herein.

79. ***Modification and Amendment.*** This Settlement Agreement may not be modified or amended except in a written instrument executed by the Parties' counsel and approved by the Court.

80. ***Consent to Jurisdiction.*** The United States District Court for the District of Arizona shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that is not resolved by negotiation and agreement by Plaintiff and Defendant. Any and all disputes arising from or related to the Settlement or this Agreement must be brought by the Parties, Class Counsel, Defendant's Counsel, and/or each member of the Settlement Class exclusively in the Court. The Parties, Class Counsel, Defendant's Counsel, and each member of the Settlement Class hereby submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement or this Agreement.

81. ***Choice of Law.*** All terms of this Agreement shall be governed and interpreted according to the substantive laws of the State of Arizona without regard to its choice of law or conflict of laws principles.

82. ***Authorization to Enter Settlement Agreement.*** Each of the undersigned

attorneys represents and warrants that he or she is fully authorized to conduct settlement negotiations and to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of his or her respective clients, subject to Court approval.

83. **Headings.** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

84. **Gender and Plurals.** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

85. **Survival of Warranties and Representations.** The warranties and representations of this Agreement are deemed to survive the date of execution hereof.

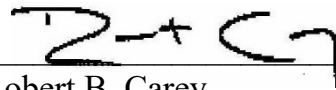
86. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

87. **Extensions of Time.** Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

**IN WITNESS WHEREOF**, the undersigned Parties hereby agree to this Settlement Agreement as of the date set forth below.

Dated: July 9, 2024

HAGENS BERMAN SOBOL SHAPIRO LLP



Robert B. Carey  
Class Counsel

AMICA MUTUAL INSURANCE  
COMPANY

Dated: July 15, \_\_\_\_\_ 2024

*Paul Schino*

BY: \_\_\_\_\_

ITS: \_\_\_\_\_