

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release Agreement (the “Settlement Agreement” or “Agreement”) is entered into between Plaintiffs Jennifer Dale (“Plaintiff Dale”) and Cameron Bode (“Plaintiff Bode”), and Defendant Travelers Property Casualty Insurance Company (“Defendant” or “Travelers,” as defined in this Agreement). Plaintiffs enter into this Settlement Agreement both individually as well as on behalf of the class (the “Settlement Class” defined below). Plaintiffs and Defendant are referred to in this Settlement Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS Plaintiffs have a consolidated action against Travelers in the United States District Court, District of Arizona, titled *Jennifer Dale, et. al v. Travelers Property Casualty Insurance Company*, Case No. CV-22-01659-PHX-SPL, alleging unlawful denial of “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 Travelers in Arizona under Arizona Revised Statute § 20-259.01.

WHEREAS the Parties participated in a successful arm’s-length mediation wherein they reached an agreement on a proposed classwide 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.

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 consolidated class action captioned *Jennifer Dale, et. al v.*

Travelers Property Casualty Insurance Company, Case No. CV-22-01659-PHX-SPL.

2. “Class Counsel” shall refer to Hagens Berman Sobol Shapiro, LLP, The Slavicek Law Firm, and any other counsel that have worked or will work on behalf of the Class at the direction of lead counsel (Robert Carey).

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 September 21, 2016, through the date of Preliminary Approval.

5. “Class Representatives” or “Plaintiffs” refers to Jennifer Dale and Cameron Bode.

6. “Court” means the United States District Court for the District of Arizona.

7. “Defendant” or “Travelers” means Travelers Property and Casualty Insurance Company and all of its affiliated entities writing the applicable coverage in Arizona during the Class Period.

8. “Defendant’s Counsel” shall refer to Dickinson Wright PLLC and Dentons US LLP.

9. “Effective Date” means 30 days after the entry of the Final Judgment, assuming no appeals, or 30 days after the case is beyond appeal, if an appeal is filed, whichever is later.

10. “Execution Date” means the date the last Party to sign 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; and (2) attorneys’ fees and expenses awarded to Class Counsel, as specified below.

15. “Notice” means the Notice of Class Action Settlement, in substantially the same form attached hereto as Exhibit A, and to be agreed to 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 under Paragraph 32 of this Settlement Agreement.

18. “Releasees” means Defendant, its past and present directors, officers, employees, agents, insurers, shareholders, attorneys, advisers, 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 Representatives and Class Members, and their respective agents, predecessors, successors, heirs, executors, administrators, and assigns.

20. “Service Award” means the amount awarded by the Court to the Class Representatives, not to exceed \$30,000, or up to \$15,000 for each Class Representative. The amount of the Service Award will not come out of the Settlement Fund but will be paid separately by Defendant as described in Paragraph 58 below.

21. “Settlement Administrator” means.

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

23. “Settlement Fund” means the amount as set forth in and calculated under Paragraph 33 below.

24. “Settling Parties” means, collectively, Plaintiffs (on behalf of themselves and the Settlement Class) and Defendant.

25. “Settlement Class” means all persons insured under a Travelers policy/policies issued in Arizona, that provided uninsured (“UM”) or underinsured (“UIM”) motorist coverage for more than one motor vehicle, who received a claim payment equal to the limit of liability for the UM or UIM benefits for only one vehicle; or who were one of multiple claimants where the aggregate total paid on such claims was equal to the aggregate limit of liability for the UM or UIM benefits for only one vehicle.

B. Approval of this Settlement Agreement

26. *Preliminary Approval.* The Parties agree to recommend the Settlement

Agreement to the Court as fair, reasonable, and adequate, and to support certification of the Settlement Class. They will also make their best efforts to obtain such approval and certification. Plaintiffs shall submit this Settlement Agreement, along with its exhibits, to the Court and apply for an order preliminarily approving the settlement. The order will also seek certification of and notice to the Settlement Class, and any other matter necessarily related to these objectives.

27. Class Counsel shall draft the motion (“Motion for Preliminary Approval”) and proposed order (“Preliminary Approval Order”) and provide drafts to Defendant’s Counsel at least 7 calendar days before the filing deadline. Class counsel will work cooperatively to address any potential issues identified by Defendant’s Counsel regarding the form and substance of the Motion for Preliminary Approval.

28. The Motion for Preliminary Approval shall include a proposed form of, method for, and date of dissemination of the Notice. Plaintiffs 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 Notice expenses will be paid from the Settlement Fund. The Motion for Preliminary Approval will ask the Court to find that mailing (or alternatively emailing, if mailing addresses are not available) 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 timely notice of such motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* The costs to Defendant of providing such notice shall be paid from the Settlement Fund.

30. ***Final Approval and Judgment.*** In accordance with the schedule set in the Preliminary Approval Order and such that the final approval 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. Class Counsel will provide a draft of the Motion for Final Approval to Defendant’s Counsel 7 calendar days before the deadline set by the Court to file the Motion for Final Approval. If the Parties cannot agree on the form of the Motion for Final Approval or Final Approval Order, Class Counsel may file the motion and Defendant’s Counsel may file their objections, but neither Party may object to the terms of the Settlement Agreement.

31. 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 61–63 below will apply.

C. Release and Discharge

32. Releasors release and forever discharge Releasees from all claims, past, present, or future, brought in this Action or that could have been brought against Defendant based on the facts and allegations in the Action that are or could be barred by the doctrine of res judicata, collateral estoppel, or otherwise (“Released Claims”) as of the Effective Date, including but not limited to those that were litigated (claims for breach of contract, unjust enrichment, fraud, consumer fraud, declaratory judgment, bad faith, compensatory damages, punitive damages, extra contractual damages, interest, costs and attorneys’ fees), or that could have been litigated in this Action. 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.

D. Consideration for Settlement and Class Payments

33. **Settlement Fund.** The amount of the Settlement Fund shall be \$14,970,000.00, less any reductions for Class Members who timely and properly exclude themselves from the Class (the “Settlement Amount”). Specifically, if one or more Class Members exclude themselves from the Settlement pursuant to Paragraphs 48 below, the Settlement Fund will be reduced in accordance with the procedure outlined in Paragraph 52 below. Within 14 calendar days after the Effective Date of this Settlement Agreement, the total Settlement Amount, in accordance with the above calculation method, shall be paid into an account established by the Settlement Administrator for the Settlement Fund. Timely payment of the Settlement Amount is a material term of this Agreement.

34. 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.

35. **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 below;
- b. To pay any approved attorneys’ fees and expenses to Class Counsel, as set

forth below, 21 calendar days after the Effective Date;

c. After the Effective Date, to distribute the Net Settlement Fund to the Class Members within 75 calendar days of the Effective Date as set forth below.

36. ***Allocation of Settlement.*** The Net Settlement Fund shall be allocated to the Class Members in proportion to their relative valuation of damages. Travelers shall provide confirmatory discovery to Class Counsel in the form of data from 600 claims (200 bodily injury, 200 UM, 200 UIM), selected randomly among all such claims during the Class Period. That data shall consist of only: (a) the payment amount; (b) the policy limit; (c) payment date; (d) date of loss; (e) coverage type; and (f) zip code. Class Counsel, in consultation with experts, will use this data to prepare an exhibit identifying each Class Member and setting forth their percentage allocation of the Net Settlement Fund based on these settlement payments (“Initial Allocation”). Class Counsel will provide the Initial Allocation to Travelers at least 30 days before the Final Approval Hearing. After the deadline to request exclusion has passed and the exclusions are known, the Settlement Fund will be reduced for each excluded Class Member, based on their Initial Allocation percentage, as described below. The percentage allocation of the Net Settlement Fund (the reduced Settlement Fund, less the costs and fees described in Paragraph 56) for the remaining Class Members shall be recalculated proportionally to reflect the reduction in Class Members, reduced Settlement Fund, and the increase in each Class Member’s percentage (“Final Allocation”).

37. ***Payment Process.*** Within 75 calendar days of the Effective Date or such other later date as may be ordered by the Court (but no earlier than 31 days after the Effective Date), the Settlement Administrator, subject to such supervision and direction of Class Counsel and/or the Court, as may be necessary or as circumstances may require, shall distribute payments of the Net Settlement Fund to the Class Members in accordance with the Final Allocation percentages. The Settlement Administrator shall mail checks to each of the Class Members. Each check shall state that the check must be cashed within 90 days of the issuance date; 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 30 days of the check becoming void, giving the Class Member an additional 45 days to cash the check.

38. Following distribution of the Net Settlement Fund as set forth above, if payments to Class Members remain uncashed or unclaimed after 180 days (or such other later date if the Court so orders), at Defendant’s election the funds attributable to those individuals shall be either: (1) be returned to Defendant, with the Settlement Class Member treated as an opt out (except that any such exclusion will not be considered an exclusion for the purposes of the termination provision in Paragraph 53 below); or (2) be reallocated within the Settlement Fund to be applied toward costs of the Administrator.

39. Once the Net Settlement Fund has been fully distributed, the Settlement

Administrator and/or Class Counsel shall provide Defendant a final list of all distributions made to the Class Members.

40. **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.

E. Settlement Administration

41. Defendant shall provide to the Settlement Administrator and Class Counsel, within 45 days of the entry of the Preliminary Approval Order, the names, addresses, email addresses (to the extent available in Defendant's records), and phone numbers of the Class Members. The Settlement Administrator shall administer the notice program described herein and pursuant to the Preliminary Approval Order.

42. 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. 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, to the extent different from the information provided in Paragraph 41 above. 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. When contacting Class Members, Class Counsel will not in any way, advise, suggest or encourage any Class Member to exclude themselves from the Settlement (including their current clients). Class Counsel will only provide factual information to Class Members, they will promote the Settlement to the best of their ability, and they shall not make any disparaging or defamatory statements about Travelers.

F. Objections

43. **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 Award(s) to the Class Representative, must comply with the following requirements.

44. **Content of Objections.** Content of Objections. All objections and supporting papers must be solely on behalf of an individual and not on behalf of any group or subset of the Settlement Class, or the entire Settlement Class, must be in writing, mailed or filed with the Court, with a copy to the Settlement Administrator, and must:

- a. Clearly identify the case name and number *Jennifer Dale, et. al v. Travelers Property Casualty Insurance Company*, Case No. CV-22-01659-PHX-SPL;
- b. Include the full name, address, telephone number, and email address of (1) the person objecting (the “Objector”) and (2) any counsel for an 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;
- d. Contain a statement of each objection asserted;
- e. Contain a detailed description of the basis and facts underlying and supporting each objection; contain a detailed description of the legal authorities, if any, underlying and supporting each objection; copies of exhibits and/or affidavits, if any, to be offered in support of the objection or during the Final Approval Hearing;
- f. Contain a list of witnesses, if any, the objecting party may call to testify at the hearing, along with the address for each witness and a summary of the witness’s anticipated testimony
- g. Contain a disclosure of any other class action settlements to which the objecting party and 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 such case, the counsel representing the objecting party in any such case, and a copy of any orders entered by the court in any such case.

45. **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 received by the Objection and Exclusion Deadline.

c. Class Members who fail to submit timely written objections 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 by appearing at the Final Fairness Hearing, appeal, collateral attack, or otherwise.

d. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part by the Court and by any appellate court (if an appeal is taken), such Settlement Class Member will be forever bound by the Final Judgment of the Court.

e. The Settlement Administrator shall provide Defendant and Class Counsel a copy of each notice of intent to object received by the Settlement Administrator

46. ***Attendance at Final Fairness Hearing.*** An Objector who submits an objection on time has the option to appear and request to be heard at the Final Fairness Hearing, either in person or through the Objector's counsel. 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.

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

G. Exclusions

48. ***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.

49. ***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, and may only be on behalf of an individual, not on behalf of any group or subset of the Settlement Class, or the entire Settlement Class.

50. ***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.

51. ***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.

52. ***Reduction of Settlement Fund.*** If any Class Member timely requests exclusion, the Settlement Fund will be reduced by the allocation percentage for each excluded Class Member, as set forth in the Initial Allocation.

53. ***Termination.*** If Class Members representing 7.5% of the Settlement Fund (\$1,122,750) exclude themselves from the Settlement Class, Defendant has the right (but not the obligation) to terminate the Settlement and this Settlement Agreement will have no force and effect.

54. ***Exclusion List.*** No later than 7 days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the exclusion requests and objections submitted by all persons who timely and validly excluded themselves from or objected to the Settlement.

55. ***Class Counsel Representation.*** Class Counsel represent that they do not currently have any client that intends to opt out of the settlement, and that they have no intention of encouraging any of their clients or the putative Settlement Class Members to opt out of the Settlement, and that they will promote the settlement to all class members to the best of their ability.

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

56. ***Attorneys' Fees and Costs.*** Class Counsel will apply for a reasonable award of attorney's fees and expenses/costs (the "Fee and Expense Award"), to be drawn exclusively from the Settlement Fund.

57. 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 21 calendar days of the Effective Date.

58. ***Service Award.*** Class Counsel may also apply for a Service Award for the Class Representatives to compensate them for their service in the Action, not to exceed a total of \$30,000, or \$15,000 per Class Representative, which shall be paid by Defendant separate and apart 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 Defendant shall wire any such Service Awards to the Settlement

Administrator within 14 calendar days of the Effective Date. The Settlement Administrator shall wire the Service Awards to the accounts specified by Class Counsel 35 days after the Effective Date (but not earlier than 31 days after the Effective Date).

59. 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.

I. Cooperation

60. 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 Class Counsel.

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

61. If the Court does not approve this Settlement Agreement or any part of it, 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, 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, less monies expended toward settlement administration, shall be returned to Defendant within ten (10) business days from the date the Settlement Agreement becomes null and void, and (c) any release shall be of no force or effect. In such event, the Parties shall have an obligation to negotiate with each other in good faith regarding a revised settlement agreement that resolves the 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 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.

62. If the Settlement Agreement does not become final, it will have no force or effect. All parts of the Settlement Fund, including interest, that were deposited in the Settlement Fund will be returned to Defendant. All other obligations owing under this

Settlement Agreement shall cease immediately. Defendant and Plaintiffs expressly reserve all their rights and defenses if this Settlement Agreement does not become final.

63. 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.

K. Denial of Liability

64. 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 Releasees. This Paragraph does not prohibit either Party from citing or relying on any orders issued by the Court, whether unpublished or published, as legal support or precedent in other matters.

65. 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 Releasees 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 Releasees. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceeding 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 Releasees, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendant in its sole discretion. This Paragraph does not prohibit either Party from citing or relying on any orders issued by the Court, whether unpublished or published, as legal support or precedent in other matters.

66. 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. This Paragraph does not prohibit either Party from citing or relying on any orders issued by the Court, whether unpublished or published, as legal support or precedent in other matters.

L. Retention and Confidentiality of Records

67. The Settlement Administrator, Class Counsel, and/or Defendant shall retain copies or images of all returned Notices and correspondence relating thereto, for a period of up to two (2) years after the entry of the Final 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.

68. 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.

69. 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 Plaintiffs in this Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 70 below.

70. No persons other than Defendant, Defendant's Counsel, and clerical/administrative personnel employed by Defendant or Defendant's Counsel, Class Counsel and clerical/administrative/expert 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.

71. Class Counsel shall secure and retain all Proprietary Information in accordance with their ethical obligations set forth in the Arizona Rules of Professional Conduct, and will destroy such records when their obligation expires.

72. Class Counsel shall not make any disparaging statements to the media about

Defendant related to the subject matter of the Action.

M. Tax Obligations

73. Tax obligations which may arise by virtue of the settlement payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such settlement 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 payments made pursuant to this Agreement.

N. Miscellaneous

74. Plaintiffs expressly warrant that, in entering into the Settlement, they have relied solely upon their 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 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 binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs, Class Members, and Defendant. Each covenant and agreement made herein by Plaintiffs or Class Counsel shall be binding upon all Class Members and Releasers.

77. ***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.

78. ***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.

79. ***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 Plaintiffs 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.

80. ***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.

81. ***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.

82. ***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.

83. ***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.

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

85. ***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.

86. ***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: _____ 2024

HAGENS BERMAN SOBOL SHAPIRO LLP

Robert B. Carey
Lead Counsel for the Class

Travelers Property Casualty Insurance Company

Dated: _____ 2024

BY: _____
ITS: _____

Dated: _____ 2024

Dentons US, LLP

Mark L. Hanover
Counsel for the Travelers Property Casualty
Insurance Company