

**Exhibit 2**

to

Declaration of Richard Kopelman and Clint W. Sitton  
in Support of Plaintiffs' Unopposed Motion  
for Preliminary Approval of Class Action Settlement

Settlement Agreement  
and Attachments thereto

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiffs Gerard R. Gunthert and Abby B. Gunthert (“Guntherts” or “Class Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendant Bankers Standard Insurance Company (“Bankers Standard” or “Defendant”), on the other hand. The Class Plaintiffs and Bankers Standard shall sometimes be collectively referred to as the “Parties.”

Class Plaintiffs and Bankers Standard hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all Released Claims of Class Plaintiffs and the Settlement Class Members (as defined below) in the action entitled *Gunthert v. Bankers Standard Insurance Company* pending in the United States District Court for the Middle District of Georgia, Case No. 5:16-CV-00021 (the “Action”), shall be forever and fully settled, compromised and released upon the terms and conditions contained herein.

**1. RECITALS**

**1.1** Bankers Standard is a Pennsylvania insurance business corporation that maintains its principal place of business at 436 Walnut Street, Philadelphia, Pennsylvania 19106. Bankers Standard issues insurance policies covering residential real estate in the state of Georgia.

**1.2** On January 15, 2016, the Guntherts filed a Complaint in the United States District Court for the Middle District of Georgia alleging that Bankers Standard and various other affiliated insurers breached their insurance contracts by (1) failing to assess the Guntherts’ property for diminution in value resulting from the water damage that was

the subject of an insurance claim they submitted to Bankers Standard and (2) failing to pay the Guntherts for such diminution in value. The Guntherts sought to bring a class action on behalf of similarly situated homeowners.

**1.3** On July 20, 2016, the Guntherts filed an Amended Complaint, proceeding solely against Bankers Standard, in which Class Plaintiffs expanded the proposed class to include those similarly situated insureds who had covered insurance claims involving water, mold, fire, or foundation/structural damage within the six years preceding the filing of the Complaint.

**1.4** Bankers Standard denies all claims asserted in the Action and denies all allegations of wrongdoing and liability. Bankers Standard desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

**1.5** The Parties recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, possible appeals and ancillary actions. The Parties also have taken into account the uncertain outcome and the risk of any litigation, especially in multi-party actions such as this proceeding, as well as the difficulties and delays inherent in such litigation.

**1.6** This Agreement resulted from and is the product of extensive, good faith and arm's length settlement negotiations over many months, including numerous telephonic and in-person negotiations. During the course of settlement negotiations, Bankers Standard produced detailed information regarding potential class members whose claims for losses to their homes were covered under residential insurance policies issued

by Bankers Standard. Bankers Standard also retained an econometrician expert who opined on the statistical likelihood of diminished value among putative class members.

**1.7** Subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, and subject to the remaining provisions herein, the Parties desire a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein, and to fully, finally and forever resolve, discharge and release the claims (as set forth herein) of Class Plaintiffs and the Settlement Class Members, in exchange for Bankers Standard's agreement to pay the total amount of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000), inclusive of Litigation Fees and Costs awarded to Class Counsel, as well as a Service Award of up to TEN THOUSAND DOLLARS (\$10,000) to Class Plaintiffs (subject to Court approval) and Notice Costs and Settlement Costs, as explained and set forth below.

**1.8** The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement.

**NOW THEREFORE**, it is hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this Agreement and upon the entry by the Court of a final order approving the Settlement and directing the implementation of the terms and conditions of the Settlement as set forth in this Agreement, the Action shall be settled and compromised upon the terms and conditions contained herein.

## **2. DEFINITIONS**

The definitions contained herein shall apply only to this Agreement and the Attachments hereto, and shall not apply to any other agreement, including, without limitation, any other

settlement agreement. Nor shall they be used as evidence, except with respect to this Agreement, of the meaning of any term. Capitalized terms used in this Agreement but not defined below shall have the meaning ascribed to them in this Agreement. As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

**2.1** “Action” means *Gunthert v. Bankers Standard Insurance Company* pending in the United States District Court for the Middle District of Georgia, Case No. 5:16-CV-00021.

**2.2** “Administrator” means Angeion Group, LLC subject to approval by the Court. The Administrator shall be responsible for providing Class Notice as well as services related to administration of the Settlement.

**2.3** “Agreement” means this Class Action Settlement Agreement and Release, including Attachments.

**2.4** “Bankers Standard” means Bankers Standard Insurance Co. and any of its past, present, or future direct or indirect subsidiaries and/or parent companies, including, without limitation, entities within The Chubb Group, along with their respective past, present, or future affiliates, agents, alter egos, assigns, attorneys, contractors, directors, employees, insurers, investors, joint venturers, lenders, officers, predecessors, related entities, representatives, shareholders, subsidiaries, successors, reinsurers and underwriters.

**2.5** “Bankers Standard’s Counsel” means O’Melveny & Myers LLP and Clyde & Co US LLP.

**2.6** “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

**2.7** “Class Counsel” means Kopelman Sitton Law Group, LLC; Princenthal & May, LLC; Law Offices of C. Cooper Knowles; and Richardson, Patrick, Westbrook & Brickman, LLC.

**2.8** “Class Notice” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including one or more of the following methods: Mail Notice, Long Form Notice, Publication Notice, and/or any different or additional notice that might be ordered by the Court. A description of the contemplated Class Notice is provided in Section 10 of this Agreement and the proposed notice forms are attached hereto as **Attachments A-1 and A-3**.

**2.9** “Class Plaintiffs” means Gerard R. Gunthert and Abby B. Gunthert.

**2.10** “Court” means the United States District Court for the Middle District of Georgia.

**2.11** “Diminished Value” means loss in value to a property resulting from a covered loss despite subsequent repairs and/or replacements that return the property to its pre-loss appearance and function. *See State Farm Mut. Auto. Ins. Co. v. Mabry*, 274 Ga. 498, 503 (2001); *Royal Capital Dev., LLC v. Maryland Cas. Co.*, 728 S.E.2d 234 (Ga. 2012).

**2.12** “Effective Date” means the tenth (10th) business day after the last of the following events takes place:

(A) All Parties, Bankers Standard’s Counsel and Class Counsel have executed this Agreement;

(B) The Court has entered, without material change, the Final Approval Order;  
and

(C) The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable appellate period.

**2.13** “Escrow Account” means a non-interest bearing checking account established at a financial institution by the Administrator into which monies shall be deposited as set forth by this Agreement.

**2.14** “Final Approval Hearing” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Litigation Fees and Costs awarded to Class Counsel and the amount of the Service Award to Class Plaintiffs.

**2.15** “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as **Attachment C**. “Final Approval” occurs on the date that the Court enters, without material change, the Final Approval Order.

**2.16** “Funding Date” means the date, which is no later than fifteen (15) business days after the Effective Date, on which Bankers Standard shall cause payment to be made into the Settlement Fund account pursuant to Section 9.1 of this Agreement.

**2.17** “Judge” shall mean any judge of the United States District Court for the Middle District of Georgia, including the Honorable Marc T. Treadwell.

**2.18** “Litigation Fees and Costs” means Class Counsel’s attorneys’ fees and costs incurred in connection with the prosecution of this Action on behalf of the Class Plaintiffs and the Settlement Class.

**2.19** “Mail Notice” means the postcard notice that will be provided pursuant to Section 10.2(A) of this Agreement to the Settlement Class Members, subject to approval by the Court, substantially in the form attached hereto as **Attachment A-1**.

**2.20** “Notice Costs” means all costs of printing and providing notice to persons in the Settlement Class (including, but not limited to, costs for Mail Notice, Long Form Notice, and Publication Notice and any different or additional notice that might be ordered by the Court). All other costs incurred by the Administrator, including costs for the Administrator’s reporting requirements to the Court, processing of Opt-Outs and Objections, and the costs of processing and distributing the payments to Class Members from the Settlement Fund following entry of the Final Approval Order, shall be deemed part of Settlement Costs as defined below and shall not be considered “Notice Costs.”

**2.21** “Notice Deadline” shall have the meaning set forth in Section 8.1(E) of this Agreement.

**2.22** “Opt-Out and Objection Deadline” shall have the meaning set forth in Sections 8.1(H) and 12.5 of this Agreement.

**2.23** “Parties” means Class Plaintiffs and Bankers Standard.

**2.24** “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as **Attachment B**. “Preliminary Approval” occurs on the date that the Court enters, without material change, the Preliminary Approval Order.

**2.25** “Publication Notice” means the notice provided pursuant to Section 10.2(B) of this Agreement, subject to approval by the Court, in the form attached hereto as **Attachment A-3**.

**2.26** “Released Claims” means all claims to be released as set forth in Section 16.1(A) of this Agreement.

**2.27** “Releases” means all of the releases contained in Section 16 of this Agreement.

**2.28** “Released Parties” means and refers to Defendant Bankers Standard and each and all of its respective past, present, and future direct or indirect subsidiaries, parent companies, agents, contractors, affiliates, predecessors in interest and/or ownership, successors in interest and/or ownership, partners, licensees, assignees, insurers, reinsurers, and estates, and each of the foregoing’s respective past, present, and future officers, directors, attorneys, shareholders, indemnitees, predecessors, successors, trusts, trustees, partners, associates, principals, divisions, employees, contractors, affiliates, insurers, reinsurers, members, agents, representatives, brokers, consultants, heirs, estates, and assigns.

**2.29** “Releasing Parties” means the Class Plaintiffs and Settlement Class Members, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, trusts, trustees, beneficiaries, attorneys, partners, successors, predecessors-in-interest, assigns, any other person or entity claiming through them and, if relevant, any additional insured, loss payee, mortgagee, co-signer, co-buyer, co-borrower or guarantors.

**2.30** “Service Award” means a payment to Class Plaintiffs subject to Court approval, pursuant to Section 6.2 of this Agreement.

**2.31** “Settlement Class” means all insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property

located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018. Specifically excluded from the Settlement Class are: (a) Defendant's employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court's staff and immediate family; and (c) all Persons who have opted-out of the Settlement Class pursuant to the requirements set forth in Section 12.1 of this Agreement.

**2.32** "Settlement Class Member" means any person in the Settlement Class who is not properly opted out of or otherwise excluded from the Settlement Class.

**2.33** "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are set forth in this Agreement and Attachments hereto, which are incorporated by reference herein.

**2.34** "Settlement Award" means a cash payment made to Settlement Class Members pursuant to Section 5.2 of this Agreement.

**2.35** "Settlement Costs" means all costs of administering the Settlement other than Notice Costs, including, but not limited to, (i) the cost of printing and mailing the Settlement Awards; (ii) the cost of maintaining a designated post office box, establishing and operating the Settlement Website, and establishing and operating the Settlement Toll-Free Telephone Number; (iii) fees, expenses, and all other costs of the Administrator; and (iv) the costs of CAFA Notice.

**2.36** "Settlement Fund" means the amount of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000) to be paid by Bankers Standard as set forth in this Agreement.

**2.37** “Settlement Toll-Free Telephone Number” means the toll-free telephone number established and maintained by the Administrator where callers may obtain information about the Settlement. The telephone number will be displayed on the Class Notice as well as on the Settlement Website.

**2.38** “Settlement Website” means the website established and maintained by the Administrator to aid in the administration of the Settlement and to provide additional information to Settlement Class Members about the Settlement. The website address will be included in the Mail Notice sent to Settlement Class Members.

**2.39** “Long Form Notice” means the long form website notice provided on the Settlement Website pursuant to Section 10.2(C) of this Agreement, substantially in the form attached hereto as **Attachment A-2**.

### **3. SETTLEMENT PURPOSES ONLY**

**3.1 General.** This Agreement is made for the sole purpose of settlement of the Action, on a Settlement Class-wide basis, as well as the settlement of all related individual claims made by Class Plaintiffs. The settlement of the Action is expressly conditioned upon the entry of a Preliminary Approval Order and a Final Approval Order by the Court. In the event that the Court does not execute and file the Order of Final Approval, or in the event the Order of Final Approval does not become final for any reason, or is modified in any material respect, or in the event that the Final Effective Date does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force and effect whatsoever and shall not be referred to or utilized for any purpose whatsoever.

**3.2 Bankers Standard’s Position on Conditional Certification of the Settlement Class and the Rule 23(b)(3) Class.** Bankers Standard disputes that a class

would be manageable or that class issues predominate over individual ones, and denies that a litigation class properly could be certified on the claims asserted in the Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Bankers Standard does not oppose and hereby agrees to certification of the Settlement Class defined in Section 2.31, *for settlement purposes only*, pursuant to Fed. R. Civ. P. 23(b)(3). Preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a litigation class is appropriate, nor would Bankers Standard be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement is not finalized or finally approved. If the Settlement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings involving Bankers Standard. No agreements made by or entered into by Bankers Standard in connection with the Settlement may be used by Class Plaintiffs, any person in the Settlement Class, or any other persons to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

**3.3 Admissibility.** Additionally, this Agreement, any negotiations or proceedings related hereto, the implementation hereof, and any papers submitted in support of the motions for approval hereof (collectively, the “Settlement Proceedings”) shall not be construed as or deemed to be evidence of any admission or concession by any of the Parties or any other Person regarding liability, damages, or the appropriateness of class treatment, and shall not be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the

proceedings and motions submitted in connection with the Settlement may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

**3.4 Denial of Liability.** By entering into this Agreement, it is understood that the Released Parties, including Bankers Standard, do not admit and, to the contrary, expressly deny that they have breached any contract, duty, obligation, or agreement; that they have engaged in any illegal, tortious, or wrongful activity, that they are liable to Releasing Parties, including Class Plaintiffs, any person in the Settlement Class or any other persons, and that any damages have been sustained by any Releasing Parties in any way arising out of or relating to the conduct alleged in the Action. Bankers Standard expressly reserves all rights to challenge Releasing Parties' claims on all legal, factual and procedural grounds, including but not limited to the assertion of any and all defenses.

**3.5 Class Plaintiffs Recognize the Benefit of Settlement.** The Class Plaintiffs recognize and acknowledge the expense and amount of time that would be required to continue to pursue the Action against Bankers Standard, as well as the uncertainty, risk and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. The Class Plaintiffs have concluded that it is desirable that the Action and any Released Claims be fully and finally settled and released as set forth in this Agreement. The Class Plaintiffs and Class Counsel believe that the terms and conditions set forth in this Agreement confer substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein.

#### **4. JURISDICTION**

**4.1** The Parties agree that the Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys' fees and costs pursuant hereto, and to supervise the administration of and the distribution of money funded pursuant to this Agreement.

#### **5. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

**5.1 Total Payment to Settlement Class.** Bankers Standard shall pay the total sum of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000) to settle the Action with the Settlement Class and obtain a Release of all Released Claims in favor of all Released Parties. The sum will be used to pay Settlement Class Members and Litigation Fees and Costs. In no event will Bankers Standard's payment obligations exceed the Settlement Fund other than as follows:

(A) **Service Award.** Subject to approval by the Court, Bankers Standard will pay a combined Service Award of up to \$10,000 to the Class Plaintiffs consistent with Section 6.2 of this Agreement.

(B) **Notice Costs.** Bankers Standard will pay for Notice Costs.

(C) **Settlement Costs.** Bankers Standard will pay for Settlement Costs.

#### **5.2 Settlement Awards and Distribution to Class Members.**

Monetary awards made pursuant to the Settlement shall be determined by a formula that calculates the proportionate amount of the total Settlement Fund to which each participating Settlement Class Member is entitled based upon the loss amount paid on the Settlement Class Member's insurance claim. The Parties recognize that there are several reasonable methodologies for allocating the Settlement Fund among Settlement Class

Members. However, a model that included certain factual assumptions was developed in connection with this case to evaluate a statistical possibility of loss in value for homes with prior insurance claims. The model yielded an estimated loss coefficient, or an average estimated statistically possible value impact based on a percentage of the total loss paid. In light of this statistical model, the Parties agree that the apportionment of the Settlement Fund among Settlement Class Members, based upon the amount paid by Bankers Standard on their respective insurance claims for the type of damage specified herein, is a fair and reasonable methodology for allocating the Settlement Fund in this case. The amount distributed per Settlement Class Member shall be allocated among the Settlement Class Members as described in this Section from the amount remaining in the Settlement Fund after deducting any Litigation Fees and Costs awarded by the Court. The method for allocating and distributing funds to Settlement Class Members must be approved by the Court and shall be described in the Class Notice. Because the Settlement Fund will be allocated among Settlement Class Members based on a percentage of the amount paid on their insurance claims for the type of damage specified herein, those Settlement Class Members who did not receive a monetary payment from Bankers Standard on their underlying insurance claim will not receive a monetary payment under the Settlement. The Class Notice must disclose that such Settlement Class Members will receive a Settlement Award amount of \$0.

**6. LITIGATION FEES AND COSTS AND SERVICE AWARDS TO CLASS PLAINTIFFS.**

**6.1 Litigation Fees and Costs.** No later than **thirty (30) days** prior to the Final Approval Hearing, Class Counsel shall move the Court for an award of Litigation Fees and Costs to be paid from the Settlement Fund, not to exceed twenty

percent (20%) of the Settlement Fund. Bankers Standard will not object to an award of Litigation Fees and Costs of up to and including twenty percent (20%) of the Settlement Fund. The amount of Litigation Fees and Costs approved by the Court shall be paid from the Settlement Fund and from no other source. Within **five (5) days** of the Funding Date and after receipt of Class Counsel's completed W-9 forms, the Administrator shall pay to Class Counsel the amount of attorneys' fees, costs and expenses awarded to Class Counsel by the Court, as directed by written instructions from Class Counsel. In addition, no interest will accrue on such amounts at any time.

**6.2 Service Award to Class Plaintiffs.** Class Plaintiffs will also ask the Court to award them a payment (in addition to any pro rata distribution they may receive under Section 5.2) for the time and effort they have personally invested in this Action and their efforts on behalf of the Settlement Class. Bankers Standard will not object to and agrees to pay, subject to Court approval, a combined Service Award of up to \$10,000 to the Guntherts. Within **thirty (30) days** of the Funding Date and after receipt of Class Plaintiffs' Counsel's completed W-9 forms, Bankers Standard shall pay to Class Plaintiffs' Counsel the amount of any Service Award awarded by the Court for distribution to Class Plaintiffs. In addition, no interest will accrue on such amounts at any time.

**6.3 Settlement Independent of Award of Litigation Fees and Costs and Service Award.** The payment of Litigation Fees and Costs to Class Counsel and a Service Award to Class Plaintiffs as set forth in Sections 6.1 and 6.2 are subject to and dependent upon the Court's approval. However, this Settlement is not dependent upon the Court's approving Class Plaintiffs' requests for such payments or awarding the particular

amounts sought by Class Plaintiffs. In the event the Court declines Class Plaintiffs' requests, or awards less than the amounts sought in Litigation Fees and Costs and the Service Award payment, this Settlement shall continue to be effective and enforceable by the Parties.

## **7. CONDITIONS OF SETTLEMENT**

**7.1** Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (A) Execution of this Agreement by Bankers Standard, Class Plaintiffs, and Class Counsel.
- (B) Execution and filing by the Court of the Preliminary Approval Order.
- (C) Sending of the Notices described herein.
- (D) Execution and filing by the Court of the Final Approval Order.
- (E) Execution and entry of Judgment by the Court.

**7.2** The Parties covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any Order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with any Plaintiff or any third party.

## **8. PRELIMINARY APPROVAL OF THE SETTLEMENT**

**8.1 Preliminary Approval Motion.** As soon as practical after the execution of this Agreement, Class Counsel shall move the Court for entry of the

Preliminary Approval Order in substantially the same form as **Attachment B** hereto, which such motion Bankers Standard will not oppose. Pursuant to the motion for preliminary approval, Class Counsel will request that the Court, among other things:

(A) Certify the Settlement Class under Federal Rule of Civil Procedure 23 for settlement purposes only, designate the Guntherths as the Class Representatives of the Settlement Class, and appoint Class Counsel for the Settlement Class;

(B) Appoint Angeion Group, LLC as the Administrator of the Settlement;

(C) Preliminarily approve this Agreement and the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class;

(D) Approve the Mail Notice, Long Form Notice, and Publication Notice substantially in the forms of **Attachments A-1** to **A-3** hereto and determine that the distribution of the Notices and implementation of the Class Notice plan as described herein are both reasonable and the best practical under the circumstances, that the Class Notice is reasonably calculated to apprise the Class Members of the pendency of this case, and of the right to object to or request exclusion from the Proposed Settlement, and that this Class Notice constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice, and meets the requirements under the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution;

(E) Direct that Bankers Standard and the Administrator use their best efforts to cause the Mail Notice substantially in the form of **Attachment A-1** hereto to be distributed by first class mail, postage prepaid, bearing the return address of the Administrator, in accordance with this Agreement, within **thirty (30) days** following entry of the Preliminary Approval Order (the “Notice Deadline”);

(F) Approve the procedure for any Settlement Class Members to object to the Settlement or exclude himself or herself from the Class;

(G) Approve the distribution method for the Settlement Fund described herein;

(H) Set a deadline **forty-five (45) days** prior to the Final Approval Hearing, after which no Class Member shall be allowed to object to the Settlement or to exclude himself or herself (the “Opt-Out and Objection Deadline”);

(I) Rule that any Class Member who does not submit a timely request for exclusion will be bound by all proceedings, orders, and judgment in the case;

(J) Pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, individually, and on a representative basis or other capacity, from commencing or prosecuting against any of the Released Parties in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless and until they timely opt-out;

(K) Pending final determination of whether the Settlement should be finally approved, stay all proceedings except those related to effectuating the Settlement; and

(L) Set certain dates in connection with Final Approval of the Settlement and Schedule a Final Approval Hearing **one hundred twenty (120) days** after entry of the Preliminary Approval Order, or as soon thereafter as convenient for the Court.

**8.2 Stay/Bar of Proceedings.** All proceedings between the Parties in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the

Action except as otherwise ordered by the Court, and no person in the Settlement Class or person acting or purporting to act directly or derivatively on behalf of a person may commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims, except as otherwise ordered by the Court. The Preliminary Approval Order will contain an injunction enjoining the prosecution of the Released Claims by any person unless and until after such person is validly excluded from the Settlement Class or is not a Settlement Class Member.

## **9. SETTLEMENT CONSIDERATION**

**9.1 The Settlement Fund.** As full and complete consideration for the Settlement as to the Settlement Class, Bankers Standard will pay TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000) into the Settlement Fund to fully and completely settle all claims of Class Plaintiffs and the Settlement Class Members. The Settlement Fund shall be used as described in Sections 5.2 and 6.1. Bankers Standard shall deposit money into the Escrow Account as follows: Bankers Standard shall pay the Settlement Fund into the Escrow Account within **fifteen (15) business days** following the Effective Date. Bankers Standard shall not, under any circumstances or for any reason, be obligated to pay any amounts in addition to the Settlement Fund in connection with the Settlement other than (1) Notice Costs; (2) Settlement Costs; and (3) a Service Award to Class Plaintiffs of up to \$10,000 subject to Court approval.

## **10. ADMINISTRATION AND NOTIFICATION PROCESS**

**10.1 Administrator.** The Administrator shall administer the Settlement. Bankers Standard will reasonably cooperate in the notice and administration process by providing the Administrator, on a confidential basis, with access to the names and mailing

addresses associated with the subject insurance policies for persons potentially in the Settlement Class for whom they have such information (the "Settlement Class List"). Bankers Standard will provide the Settlement Class List to the Claims Administrator within **ten (10) days** following Preliminary Approval.

**10.2 Settlement Class Notice Program For the Settlement Class.** The Administrator shall provide:

(A) **Direct Mail Notice.** Following receipt of the Settlement Class List, the Administrator will attempt to verify and/or update the addresses using the National Change of Address ("NCOA") database. By the Notice Deadline, the Administrator will provide individual notice by direct mail to Settlement Class Members in the Settlement Class List as updated by the NCOA search. If any Mail Notice sent to a Settlement Class Member is returned to the Administrator as undeliverable without a forwarding address, then the Administrator shall perform a reasonable skip trace search and other types of public records searches for a more current address for the Settlement Class Member and re-send the returned Mail Notice to the Settlement Class Member by first class mail. The Administrator will keep a record of all re-mailed notices as well as changes to any potential Class Members' addresses. All costs of skip tracing and other public records searches will be considered Notice Costs and paid by Bankers Standard separate from the Settlement Fund. The Mail Notice shall direct recipients to the Settlement Website.

(B) **Publication Notice.** If the Administrator is unable to reach more than 10% of the Settlement Class through the other means of notice described herein, the Administrator shall initiate Publication Notice by publishing notices in the *Savannah Morning*

*News* and *Atlanta Journal Constitution*. Such Publication Notice shall be in addition to the Direct Mail Notice described above.

(C) **Settlement Website Notice.** The Administrator will establish and maintain the Settlement Website dedicated to the Settlement, on which will be posted the Long Form Notice, a copy of this Agreement, the Preliminary Approval Order, the operative Complaint, and any other materials the Settling Parties agree to include. These documents shall be available on the Settlement Website beginning **five (5) days** following the entry of the Preliminary Approval Order and remain until all of the checks disbursed are void unless otherwise ordered by the Court. The Settlement Website will also allow Settlement Class Members to update their contact information.

(D) **Settlement Toll-Free Telephone Number.** The Administrator will establish and maintain the Settlement Toll-Free Telephone Number. Information may be obtained from the Settlement Toll-Free Telephone Number 24 hours a day, seven days a week via an integrated voice system. For any Settlement Class Member who leaves a voicemail message on the interactive line, an employee of the Administrator will return such Settlement Class Member's call during normal business hours. The Settlement Toll-Free Number shall be displayed on the Mail Notice, the Publication Notice, and the Long Form Notice.

(E) **CAFA Notice.** Bankers Standard shall cause the Administrator to serve the CAFA notice required by 28 U.S.C. § 1715 to the Attorney General of the United States and the appropriate state officials within **ten (10) days** of the filing of the Preliminary Approval Motion.

**10.3** Within **ten (10) days** of completion of the Notice process set forth in Section 10.2, the Administrator shall provide to the Court, Class Counsel, and Counsel for

Bankers Standard an affidavit or declaration and other evidence adequately demonstrating to the Court that the procedures for Class Notice have been completed.

## **11. DISTRIBUTION OF SETTLEMENT AWARDS**

**11.1 Settlement Award Payments.** The Administrator shall send each Settlement Class Member their Settlement Award within ninety **(90) days** after the Effective Date. Checks will be valid for one-hundred twenty (120) days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than one-hundred twenty (120) days after the date on the check will be deemed part of the Residual Funds.

**11.2 Residual Funds.** Residual funds shall be returned to Bankers Standard. Residual funds shall include the amounts that would have been allocated to class members that have validly excluded themselves from the class pursuant to the allocation described in Section 5.2 above; the amounts of any checks that are returned as undeliverable or that remain uncashed more than one-hundred twenty (120) days after the date on the check; the amount of any settlement checks that would be apportioned to Class Members who cannot be located after reasonable efforts as outlined herein; and any other funds remaining in the Settlement Fund after Litigation Fees and Costs and Settlement Costs have been deducted from the Settlement Fund. Once **one hundred twenty (120) days** from the date on the settlement checks have elapsed, the Settlement Administrator shall have thirty **(30) days** to determine the amount of Residual Funds and issue a check for the total amount of Residual Funds to Defendant.

## **12. OPT-OUTS AND OBJECTIONS**

**12.1 Opt-Out Requirements.** Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name and address of the person in the Settlement Class requesting exclusion; (iii) the name of the case; and (iii) include the following statement: “I/we request to be excluded from the settlement in the *Gunthert* action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class. However, if two or more persons have an ownership interest in a claim, and one or more of them opt out of the Settlement Class, then all such persons shall be deemed to have opted out of the Settlement Class for that claim.

**12.2 Retention of Exclusions.** The Administrator will retain a copy of all requests for exclusion and will provide copies of those requests to Counsel for Bankers Standard and Class Counsel on a weekly basis. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

**12.3 Rescission of Exclusions.** Any Class Member exercising his or her right to request exclusion shall have a right to rescind such request for exclusion and participate in the Settlement by notifying the Administrator in writing, postmarked no later than **ten (10) days** before the Final Approval Hearing. To be effective, the rescission of

the request for exclusion must set forth the full name and current address of the Class Member seeking to rescind the request for exclusion, be signed by the Class Member or his or her legally authorized representative, and contain a sentence stating: “The undersigned hereby rescinds his or her request for exclusion from the Class Settlement Agreement and Release in the Gunthert Action.” If two or more persons having an ownership interest in a claim have opted out of the Settlement Class, all such persons must rescind the request for exclusion in order for the rescission to be effective. The Administrator shall provide a copy of any rescission of requests for exclusion to Class Counsel and Counsel for Bankers Standard no later than one business day after receipt of the rescission.

**12.4 Right to Object.** Any Settlement Class Member who does not request exclusion from the Settlement Class may object to the proposed Settlement. Any Class Member who chooses to object must do so through a written notice of intent to object in the format set forth in Section 12.5 herein. The right to object to the Proposed Settlement must be exercised individually and by an individual Class Member, not as a member or group of a subclass, and, except in the case of a deceased or otherwise incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

**12.5 Notice of Intent to Object.** To be effective, a notice of intent to object to the proposed Settlement must be filed in this case with the Clerk of the Court, and served upon Class Counsel and Counsel for Bankers Standard, no later than **forty-five (45) days** prior to the date set in the notice for the Final Approval Hearing and be sent to the Administrator by first class mail, postmarked no later than **forty-five (45) days** prior

to the date set in the notice for the Final Approval Hearing, and must contain the following:

(a) A title or caption that identifies the document as “Objection to the Class Settlement in *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021;”

(b) The full name, address, telephone number, and signature of the Class Member or his or her legally authorized representative;

(c) A statement of the objection(s) and the specific reasons why the Class Member objects to the Proposed Settlement;

(d) Any filing must comply with all applicable law and rules for filing pleadings and documents in the Court, and must also state whether the objecting Class Member intends to appear at the Final Approval Hearing.

**12.6 Right to be Heard at Final Approval Hearing.** Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth above, and mailed the objection to each of the following by no later than the Objection Deadline: (i) Class Counsel Attn: Richard Kopelman, Kopelman Sitton Law Group, LLC, 5855 Sandy Springs Circle, Atlanta, GA, 30328; (ii) Bankers Standard’s Counsel: Clyde & Co US LLP, Attention: Robert Fisher, 271 17<sup>th</sup> St. Suite 1720, Atlanta, GA 30363; and (iii) the Administrator. In addition to the information set forth above in Section 12.5, a notice of intent to object must contain the following additional information if the Class Member requests permission to speak at the Final Approval Hearing:

(A) All documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the insurance policy number and date of loss, and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel, identifying counsel if any;

(B) A statement of such Settlement Class Member's specific objections, including a detailed statement of the specific legal and/or factual bases therefor;

(C) A detailed description of any evidence, with copies of the exhibits attached, the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as any papers, briefs, or other documents supporting the objection;

(D) A list of any and all witnesses whom the objecting Settlement Class Member may call at the Final Approval Hearing, with the address of each witness and a summary of the proposed testimony;

(E) The name and case number of all objections to class action settlements made by the objector in the past five years; and

(F) Proof of membership in the Settlement Class either through a declaration submitted under penalty of perjury that the objector was a Bankers Standard insured with a Georgia home who pursued a claim for fire, water, mold, or foundation/structural damage that occurred during the period of time described in the Settlement Class definition or documents reflecting such claim.

Any Settlement Class Member who objects may, but does not need to, appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A Settlement Class Member or his or her attorney intending to make an

appearance at the Final Approval Hearing must: (i) file a notice of appearance with the Court no later than **twenty (20) days** prior to the Final Approval Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on all counsel for all Parties.

**12.7 Failure to Timely Object.** Any Settlement Class Member who fails to comply with the provisions of Section 12.5 shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any Litigation Fees and Costs and/or Service Award.

**12.8** The Administrator shall provide a copy of any notice of intent to object to Plaintiffs' Counsel and Counsel for Bankers Standard no later than one business day after receipt of the notice of intent to object.

### **13. FINAL APPROVAL AND JUDGMENT ORDER**

**13.1 Final Approval.** Following completion of the Class Notice process and within **(30) days** before the Final Approval Hearing, the Parties shall request that the Court enter the Final Approval Order in substantially the same form attached hereto as **Attachment C**, which shall specifically include provisions that:

(A) Approve the proposed Settlement without material alteration and direct the Parties and counsel to comply with and consummate the terms of this Agreement;

(B) Finally approve the Settlement as fair, reasonable, and adequate to the Settlement Class;

(C) Find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;

(D) Find that the Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;

(E) Provide that each non-excluded member of the Settlement Class shall be bound by the provisions of this Agreement;

(F) Approve the plan of distribution for the Settlement Fund;

(G) Confirm continued certification of the Settlement Class;

(H) Confirm that Class Plaintiffs and the Settlement Class Members have released all Released Claims that are contemplated under this Agreement and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims that are contemplated under this Agreement against the Released Parties;

(I) Dismiss on the merits and with prejudice all claims of the Settlement Class Members asserted against Bankers Standard, as well as the Action, without costs to any party, except as provided in this Agreement;

(J) Award Litigation Fees and Costs to Class Counsel and a Service Award to the Guntherts as described herein and as the Court deems proper; and

(K) Retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

#### **14. FINAL JUDGMENT**

**14.1** The Judgment entered at the Final Approval Hearing shall be deemed final:

(A) Thirty (30) days after entry of the Final Approval Order approving the Settlement if no document is filed within the time seeking appeal, review or rehearing of the Approval Order; or

(B) If any such document is filed, then ten (10) days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 14.

**15. DISMISSAL, NO ADMISSIONS AND PUBLICITY LIMITATIONS**

**15.1 Dismissal.** Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Class Plaintiff and Settlement Class Members.

**15.2 No Admission of Liability.** Bankers Standard expressly disclaims and denies any wrongdoing or liability whatsoever, and Bankers Standard expressly denies all liability and wrongdoing of any kind associated with the alleged claims in the operative complaints. Bankers Standard has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Nothing herein shall constitute an admission by the Released Parties that the Action is properly brought on a class or representative basis, or that classes may be certified in the Action, other than for settlement purposes. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; (ii) is or may be deemed to be or may be used in any civil, criminal, or administrative proceeding in any court, administrative

agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties; (iii) is or may be deemed a waiver of Bankers Standard's right to challenge class certification if this Settlement for any reason does not become final; (iv) is or may be deemed to be a waiver of Bankers Standard's right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class; or (v) is or may be deemed or used as an admission of the appropriateness of these or similar claims for class certification.

**15.3 No Admission Under Federal Rule of Evidence 408.** Pursuant to Federal Rule of Evidence 408 and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible in evidence in any proceeding, except as may be necessary to approve, interpret or enforce this Agreement.

**15.4 No Publicity Beyond Notice Procedures.** Counsel and/or the parties will not make statements of any kind to any third party, with the exception of the Claims Administrator, regarding the Settlement prior to the signing of the Final Approval Order with the Court. The Parties may make public statements to the Court as necessary to obtain Preliminary or Final Approval of the Settlement, and Class Counsel will not be prohibited from communicating with any person in the Settlement Class or any such person's counsel, consultants, or agents regarding the Action or the Settlement.

## **16. RELEASE OF CLAIMS**

**16.1** As of the Effective Date, Class Plaintiffs, and the Settlement Class Members provide the following releases:

(A) Class Plaintiffs and each and all Settlement Class Members, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents,

trusts, trustees, beneficiaries, attorneys, partners, successors, predecessors-in-interest, assigns, and other person claiming through any of them, will be deemed to have fully released and forever discharged Bankers Standard and the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to either (1) an alleged failure to pay for or (2) an alleged failure to assess for Diminished Value on Georgia residences insured by Bankers Standard that suffered covered losses to those residences due to fire, water, mold, or foundation/structural damage from January 15, 2010 through May 1, 2018, that were or could have been challenged in this Action (collectively, the "Released Claims").

**(B)** Any Settlement Class Member that accepts payment under this Settlement Agreement specifically waives any claim that they should receive an additional payment of Diminished Value, or an additional assessment for Diminished Value for any reason, including a dispute over the adequacy of Defendant's payment for repairs and/or replacements to a particular Settlement Class Member for a covered loss that occurred within the Class Period. Nothing in this Settlement Agreement shall preclude a Settlement Class Member from otherwise disputing the adequacy of Defendant's payment for repairs and/or replacements to a covered loss that occurred within the Class Period.

(C) **Waiver of Unknown Claims.** Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the Releases, become effective. This Section constitutes a waiver of any applicable federal or state law, Code, statute, rule or regulation that would dictate otherwise. In connection with such waiver, Class Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

**16.2 Covenant Not to Sue.** Releasing Parties agree and covenant, and each Releasing Party will be deemed to have agreed and covenanted, not to sue any Released Party in connection with any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum. Nothing in this Agreement is intended to or does preclude any Settlement Class Member from communicating or cooperating with law enforcement or any government regulator, relating to any conduct, including any conduct addressed by the Agreement.

## **17. TERMINATION OF AGREEMENT**

**17.1 Either Side May Terminate the Agreement.** Class Plaintiffs and Bankers Standard shall each have the right to unilaterally terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) to all other Parties within **ten (10) calendar days** of any of the following occurrences:

(A) The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Agreement (including entering a Final Approval Order);

(B) An appellate court reverses the Final Approval Order, unless the Agreement is reinstated without material change by the Court on remand;

(C) The Effective Date does not occur; or

(D) In the event that the number of persons in the Settlement Class who validly and timely submit opt-out requests exceeds ten percent (10%) of the Settlement Class or 5% of the Settlement Class excluding Settlement Class Members who did not receive any payment on the underlying insurance claim, Bankers Standard, in its sole and absolute discretion, may terminate this Agreement.

**17.2 Settlement Fund Return to Bankers Standard.** In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason including, but not limited to, Section 18.1, the money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Bankers Standard within **fifteen (15) days** of the event that causes the Agreement to not become effective.

**17.3 Revert to Status Quo.** If either Class Plaintiffs or Bankers Standard terminate this Agreement as provided in Section 17.1, the Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated.

However, any payments made to the Administrator for services rendered to the date of termination shall not be refunded to Bankers Standard.

## **18. TAXES**

**18.1 Qualified Settlement Fund.** The Parties agree that the Escrow Account into which the Settlement Fund is deposited is intended to be and shall at all times constitute a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1. The Administrator shall timely make such elections as necessary or advisable to carry out the provisions of Section 10, including if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

**18.2 Administrator is “Administrator.”** For the purpose of § 1.468B of the Code and the Treasury regulations thereunder, the Administrator shall be designated as the “administrator” of the Settlement Fund. The Administrator shall cause to be timely and properly filed all information and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

**18.3 Taxes Paid By Administrator.** All taxes arising in connection with any income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Bankers Standard or any of the other Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, shall be paid by the Administrator from the Settlement Fund.

**18.4 Responsibility for Taxes on Distribution.** Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund.

**18.5 Bankers Standard Is Not Responsible.** In no event shall Bankers Standard or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Class Plaintiff, Settlement Class Members, Class Counsel or any other person or entity.

**19. MISCELLANEOUS**

**19.1** This Agreement shall be governed by the laws of the State of Georgia.

**19.2 Evidentiary Preclusion.** In order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file the

Agreement and/or the judgment in any action or proceeding that may be brought against them.

**19.3 No Construction Against Drafter.** This Agreement was drafted jointly by the Parties and in construing and interpreting this Agreement, no provision of the Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

**19.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

**19.5 Authority.** Each person executing this Agreement on behalf of any of the Parties represents that such person has the authority to execute this Agreement.

**19.6 Headings.** The paragraph headings of this Agreement are for convenience of reference only and shall not in any way affect the construction or interpretation of any of the provisions of this Agreement.

**19.7 No Assignment.** No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

**19.8 Receipt of Advice of Counsel.** Each Party acknowledges, agrees and specifically warrants that he or it has fully read this Agreement, including the Releases, and has received independent legal advice with respect to the advisability and legal effects of entering this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he or it is acting upon his or its independent judgment and upon the advice of his or its own 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.

**19.9 Agreement Binding on Successors in Interest.** This Agreement is binding on and shall inure to the benefit of the respective heirs, executors, successors and assigns of the Parties.

**19.10 Execution in Counterparts.** The Parties may execute this Agreement by facsimiles or scanned versions of signatures transmitted via electronic mail and 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.

**19.11 Notices.** Unless stated otherwise herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax, regular mail or FedEx, postage prepaid, as follows:

**As to Class Plaintiffs and Settlement Class:**

Kopelman Sitton Law Group, LLC

Attention: Richard Kopelman

5855 Sandy Springs Circle

Atlanta, GA, 30328

**As to Bankers Standard:**

Clyde & Co US LLP

Attention: Robert Fisher

271 17<sup>th</sup> St. Suite 1720

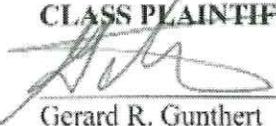
Atlanta, GA 30363

**19.12 Future Changes in Laws or Regulations.** To the extent the Georgia legislature, the Supreme Court of Georgia or any other relevant state or federal authority promulgates materially different requirements for assessing for or paying for Diminished Value than the ones in effect as of the Effective Date, those laws and regulatory provisions do not impact this Settlement Agreement.

**19.13 Time Periods.** The time periods and dates described herein are subject to Court approval and may be modified upon written stipulation of the Parties.

**19.14 Resolution of Disputes.** The Parties shall cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court or a mediator upon agreement of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

**CLASS PLAINTIFFS**  
  
 Gerard R. Gunthert  
  
 Abby B. Gunthert  
 Date 10/2/18

**BANKERS STANDARD INSURANCE CO.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

**CLASS COUNSEL**

Kopelman Sitton Law Group, LLC  
 By:   
 Richard Kopelman  
 Date 10/2/2018

**BANKERS STANDARD'S COUNSEL**

Clyde & Co US LLP  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 Robert Fisher

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

**CLASS PLAINTIFFS**

\_\_\_\_\_  
Gerard R. Gunthert                      Abby B. Gunthert                      Date

**BANKERS STANDARD INSURANCE CO.**

By:                     *MW Zoh*                                                              10/2/18                      
Date  
Its:                     *Counsel w/ express permission*                    

**APPROVED AS TO FORM AND CONTENT:**

**CLASS COUNSEL**

Kopelman Sitton Law Group, LLC

By: \_\_\_\_\_  
Richard Kopelman                      Date

**BANKERS STANDARD'S COUNSEL**

Clyde & Co US LLP  
By:                     *MW Zoh*                                                              10/2/18                      
Robert Fisher                      Date

**Attachment A-1**  
to  
Settlement Agreement

Proposed Mail Notice

**If Bankers Standard Insurance Company Insured Your Georgia Home and You Pursued A Claim For Certain Property Damage You May be Eligible to Receive a Payment from a Class Action Settlement.**

If Bankers Standard Insurance Co. (“Bankers Standard” or “Defendant”) insured your Georgia residence, and you pursued a claim for certain kinds of property damage occurring between January 15, 2010, and May 1, 2018, you may be eligible to receive a payment from a Class Action Settlement. The lawsuit, *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021, pending in the Middle District of Georgia, alleges that Defendant violated Georgia law regarding how Defendant determined how much money to pay in connection with certain homeowners’ claims for damage to real property. The lawsuit alleges that Defendant breached its insurance contracts with homeowners by (1) failing to assess certain homeowners’ real property for potential diminution in value resulting from fire, water, mold, or foundation/structural damage and (2) failing to pay for any such diminution in value. Defendant denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class. The Court has not decided who is right. Both sides have agreed to settle the dispute and provide an opportunity for payments and other benefits to Settlement Class Members.

**WHO IS INCLUDED IN THE SETTLEMENT?** All insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018. Specifically excluded from the Settlement Class are: (a) Defendant’s employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court’s staff and immediate family; and (c) all persons who have opted-out of the Settlement Class or have otherwise been properly excluded from the class. More information about the Settlement, including a detailed Class Notice, is available at the Settlement Website, [INSERT URL], or by calling [INSERT TOLL FREE NUMBER].

**WHAT DOES THE SETTLEMENT PROVIDE?** The Settlement provides for a Settlement Fund in the amount of \$2,250,000 to pay for (1) Settlement Awards to certain Settlement Class Members; (2) attorneys’ fees and costs; and (3) certain taxes (if applicable). The Settlement also provides that the Defendant will pay a combined Service Award to the Plaintiffs of up to \$10,000, subject to Court approval. Settlement Class Members may be entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until all Claims have been calculated after deducting any attorneys’ fees and costs approved by the Court. Not every insured who submitted a claim for property damage to Bankers Standard during the specified period will receive a payment. However, all Settlement Class Members who submitted a covered claim on which Bankers Standard made a payment for the type of damage specified herein will receive a monetary award; such monetary awards will be determined by a formula that calculates the proportionate amount of the total Settlement Fund which each eligible Settlement Class Member will receive based upon the loss amount paid by Bankers Standard on the Class Member’s insurance claim. Please refer to the Class Notice on the Settlement Website for the definition of Settlement Class Members.

**WHAT ARE MY RIGHTS?**

**Do nothing.** If you do not exclude yourself from the Settlement, you will be bound by the Settlement and may receive benefits of the Settlement. If you believe you may be eligible for this Settlement and were not mailed a notice at the correct address, you might not receive a portion of the settlement even if you are entitled to one and should contact the Administrator through the Settlement Website, [INSERT URL], or by calling [INSERT TOLL FREE NUMBER] to determine whether you are a Settlement Class Member and to update your address.

**Object to the Settlement.** If you do not agree with the Settlement or any part of it, you may submit a written objection to the Court. The deadline for submitting an objection is [Date]. The Class Notice, available at [INSERT URL], explains how to object.

**“Opt Out” or Exclude Yourself from the Settlement.** If you don’t want to be legally bound by the Settlement, you must exclude yourself by [Date], or you won’t be able to sue, or continue to sue, Defendant about the legal claims in this case, or any other legal claims related to the Defendant’s assessment or payment under Defendant’s insurance policies for diminished value on a property damage claim for fire, water, mold, or foundation/structural damage that occurred during the specified period. If you exclude yourself, you cannot get money from this Settlement. The Class Notice, available at [INSERT URL], explains how to exclude yourself or object. If you do nothing, you will be bound by the Court’s decisions.

**THE COURT’S FINAL APPROVAL HEARING.** The Court will hold a hearing on [Date] at [time] to consider whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and costs up to \$450,000, or twenty percent (20%) of the Settlement Fund, as well as a separate payment for Service Awards for the Plaintiffs totaling up to \$10,000. You or your own lawyer may appear and speak at the hearing at your own expense.

**FOR MORE INFORMATION:** Call Toll-Free [INSERT TOLL FREE NUMBER] or visit [INSERT URL]

**Attachment A-2**  
to  
Settlement Agreement

Proposed Long Form Notice

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA

**If Your Georgia Home Was Insured By Bankers Standard Insurance Company and You Submitted A Claim For Fire, Water, Mold, or Foundation/Structural Damage That Occurred Between January 15, 2010 and May 1, 2018 You May be Eligible to Receive a Payment from a Class Action Settlement.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- Georgia policyholders have brought a class action lawsuit against Bankers Standard Insurance Company (“Bankers Standard”) alleging that Bankers Standard breached its homeowners policies with respect to covered homes in Georgia by not assessing for and, where found, paying diminished value when adjusting covered insurance claims involving water, mold, fire, or foundation/structural damage.
- A proposed Settlement has been reached in this lawsuit.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you submitted to Bankers Standard a covered claim for certain kinds of damage to your home occurring between January 15, 2010 and May 1, 2018.
- The Settlement will provide payments to those who qualify.
- The purpose of this notice is to inform you of the Settlement and to explain important rights you may have as a result of the settlement of this class action. Please read this notice carefully. If you are a Settlement Class Member, your legal rights are affected whether you act or don’t act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING</b>	<p><b>Stay in this class action. Potentially receive a monetary award as described in the Settlement Agreement. Give up certain rights.</b></p> <p>By doing nothing, you will be part of the Settlement Class as long as you meet the criteria set forth in the Settlement Agreement as explained herein, and you may potentially receive a payment described in the Settlement Agreement. But, you give up any rights to sue Bankers Standard separately about the same issues in this class action. If you believe you may be eligible for this Settlement and have not received a notice by US Mail, or the notice was sent to the wrong address, you'll need to contact the Administrator.</p>
<b>EXCLUDE YOURSELF BY [DATE]</b>	<p><b>Get out of this class action. Get no payment from it. Keep any rights you may have.</b></p> <p>If you ask to be excluded, you will get no payment from the Settlement. But, you keep any rights you may have to sue Bankers Standard separately about the same issues in this class action.</p>
<b>OBJECT BY [DATE]</b>	<p><b>Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.</b></p> <p>You must prepare and submit your objection in accordance with the instructions below, including the time limit.</p>

**GO TO A HEARING ON**

**[DATE]**

**Ask to speak in Court about the fairness of the Settlement.**

You must comply with the instructions below, including the deadline to file and serve a notice of appearance.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, **[INSERT URL]**, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments provided for in the Settlement Agreement will only be made if the Court approves the Settlement and such approval is upheld after any appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS:

### **BASIC INFORMATION**

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

### **WHO IS IN THE SETTLEMENT**

5. How do I know if I am in the Settlement?
6. Which Homeowners are included in the Settlement?
7. What if I am still not sure if I am included in the Settlement?

### **SETTLEMENT BENEFITS**

8. What does the Settlement provide?
9. What am I giving up to stay in the Class?

### **HOW TO GET A PAYMENT**

10. How can I get a payment?
11. When will I get my payment?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

12. How do I get out of the Settlement?
13. If I don't exclude myself, can I sue the Defendant for the same thing later?
14. If I exclude myself, can I still get a payment?

### **OBJECTING TO THE SETTLEMENT**

15. How can I tell the Court if I do not like the Settlement?
16. What is the difference between objecting and excluding?

### **THE LAWYERS REPRESENTING YOU**

17. Do I have a lawyer in this case?
18. How will the lawyers be paid?

### **THE COURT'S FAIRNESS HEARING**

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

### **IF YOU DO NOTHING**

22. What happens if I do nothing at all?

### **GETTING MORE INFORMATION**

23. How do I get more information?

**BASIC INFORMATION**

**1. Why did I get this notice?**

Bankers Standard's records show that you may be a member of a proposed Settlement Class. You were sent this notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, Settlement Class Members may be eligible to receive the benefits provided under the Settlement.

This document explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible for them. The Court in charge of this case is the United States District Court for the Middle District of Georgia (the "Court"), and the case is called *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021. The individuals who sued are called the Plaintiffs, and the company they sued, Bankers Standard, is called the Defendant.

**2. What is this lawsuit about?**

The lawsuit alleges that the Defendant violated Georgia law relating to how the Defendant should have determined how much money to pay in connection with certain homeowners' claims for property damage. The lawsuit alleges that Defendant breached its insurance contracts with homeowners by (1) failing to assess whether certain homeowners' property experienced a diminution in value resulting from fire, water, mold, or foundation/structural damage and (2) failing to pay for any such diminution in value.

The Defendant denies any and all wrongdoing of any kind whatsoever and denies any liability to Plaintiffs and to the Settlement Class.

**3. Why is this a class action?**

In a class action, one or more people, called "Class Representatives," sue on behalf of people who have similar claims. All these people are in a "class" or are "class members," except for those who exclude themselves from the class. United States District Court Judge Mark T. Treadwell of the United States District Court for the Middle District of Georgia is in charge of this class action.

**4. Why is there a Settlement?**

The Defendant is not admitting that it did anything wrong, and both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected and that the Settlement is fair, adequate, and reasonable. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

**WHO IS IN THE SETTLEMENT**

**5. How do I know if I am in the Settlement?**

On [REDACTED], the Court entered an Order preliminarily approving the Settlement and defining the following Class, which is part of the Settlement:

Settlement Class Members are all insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010, and May 1, 2018. Specifically excluded from the Settlement Class are: (a) Defendant's employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court's staff and immediate family; and (c) all persons who have opted-out of the Settlement Class or have otherwise been properly excluded from the Settlement Class.

**6. What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, [INSERT URL], or call the toll-free number, [INSERT

**TOLL FREE NUMBER**].

## SETTLEMENT BENEFITS

### 7. **What does the Settlement provide?**

The Settlement provides for a Settlement Fund in the amount of \$2,250,000 to pay for (1) Settlement Awards to certain Settlement Class Members; (2) attorneys' fees and costs; and (3) certain taxes (if applicable). The Settlement also provides that the Defendant will pay a combined Service Award to the Class Representatives of up to \$10,000, subject to Court approval. Settlement Class Members may be entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until all Claims have been calculated after deducting any attorneys' fees and costs approved by the Court. Not every insured who submitted a claim for property damage to Bankers Standard during the specified period will receive a payment. In particular, those Settlement Class Members for whom Bankers Standard paid nothing on their insurance claim for the type of damage specified herein will not receive a payment under the Settlement. However, all Settlement Class Members who submitted a covered claim on which Bankers Standard made a payment for the type of damage specified herein will receive a monetary award; such monetary awards will be determined by a formula that calculates the proportionate amount of the total Settlement Fund which each eligible Settlement Class Member will receive based upon the loss amount paid by Bankers Standard on the Class Member's insurance claim. The methodology by which the Settlement Awards will be calculated is described more fully in the Settlement Agreement, which is available at the Settlement Website, **[INSERT URL]**.

### 8. **What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. Below is a summary of Released Claims. The full Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, **[INSERT URL]**.

"Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to either (1) an alleged failure to pay for or (2) an alleged failure to assess for Diminished Value on Georgia residences insured by Bankers Standard that suffered covered losses to those residences due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018, that were or could have been challenged in this Action.

## HOW TO GET A PAYMENT

### 9. **How can I get a payment?**

The Defendant has records of all insurance claims that might qualify an insured for a payment from the Settlement. If you do not exclude yourself from the Settlement Class, you may receive a payment if the Court gives the Settlement final approval.

### 10. **When will I get my payment?**

Payments to those who qualify for payment will be mailed to Settlement Class Members after the Court grants "final approval" to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **[Final Approval Hearing date]**, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

### 11. **How do I get out of the Settlement?**

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your full name and address;
- The name of the case: *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021
- A statement that “I/we request to be excluded from the Settlement in the *Gunthert* action.”; and
- Your signature(s). Your exclusion request must be personally signed by you or your legally authorized representative.

If two or more persons have an ownership interest in a claim, and one or more of them opt out of the Settlement Class, then all such persons shall be deemed to have opted out of the Settlement Class for that claim. You must mail your exclusion request, postmarked no later than [date] to:

[INSERT ADDRESS]

You can't exclude yourself on the phone or by an email.

If you don't include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

If you submit an exclusion request and then decide that you would like to opt back into the Settlement Class, you may submit a written notice to the address above rescinding your exclusion request. Any such notice must be postmarked on or before [date]; it must be in writing; it must include your name and address; it must be signed by you or your legally authorized representative, and it must contain a sentence stating: “The undersigned hereby rescinds his/her or their request for exclusion from the Class Settlement Agreement and Release in the *Gunthert* action.” If two or more persons having an ownership interest in a claim have opted out of the Settlement Class, all such persons must rescind the request for exclusion in order for the rescission to be effective.

### 12. **If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit against Bankers Standard about diminished value, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you do exclude yourself so that you can start or continue your own lawsuit against Bankers Standard, you should talk to your own lawyer soon because your claims may be barred by a statute of limitations. If you properly exclude yourself from the Settlement Class, you will not be bound by any orders or judgments entered in this Action relating to the Settlement Agreement. Remember, the exclusion deadline is [REDACTED].

### 13. **If I exclude myself, can I still get a payment?**

No. You will not get any money from the Settlement if you exclude yourself.

## OBJECTING TO THE SETTLEMENT

### 14. **How can I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you may object to the proposed Settlement if you think it is unfair, inadequate or unreasonable. A Settlement Class Member may object to the Settlement either on his or her own without an attorney or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel, at

the addresses set forth below, no later than [DATE]. Any objection shall contain a caption or title that identifies it as “Objection to Class Settlement in *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021.”

**The written objection must include:** (a) a heading which refers to the Action; (b) the Settlement Class Member’s full name, address, telephone number, and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement of the objection and the specific reasons why the Settlement Class Member objects to the proposed Settlement; (d) a statement whether the Settlement Class Members intends to appear at the Final Approval Hearing, either personally or through counsel; and (e) the signature of the Settlement Class Member or his/her legally authorized representative.

If the objecting Settlement Class Members intends to appear at the Final Approval Hearing, the written notice must also include (a) a detailed statement of the specific legal and factual bases for each objection being asserted; (b) a list of any and all witnesses the objecting Settlement Class Member may call at the Final Approval Hearing, with the address of each witness and a summary of the proposed testimony; (c) a detailed description of any evidence, with copies of exhibits attached, that the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any papers, briefs, or other documents supporting the objection; (d) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (e) a declaration submitted under penalty of perjury that the objector was a Bankers Standard insured with a Georgia home who pursued a covered claim for fire, water, mold, or foundation/structural damage that occurred during the period of time described in the Settlement Class definition or documents reflecting such claim.

Any objection filed with the Court must comply with all applicable laws and rules for filing documents in the Court and must state whether the Settlement Class Members intends to appear at the Final Approval Hearing. A Settlement Class Member or his or her attorney intending to make an appearance at the Final Approval Hearing must: (i) file a notice of appearance with the Court no later than [date twenty (20) days prior to the Final Approval Hearing]; and (ii) serve a copy of such notice of appearance on all counsel for all Parties.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than [date] at the following addresses:

<b>Court</b>	<b>Class Counsel</b>	<b>Class Counsel</b>
Chambers of Judge Marc T. Treadwell Post Office Box 65 Macon, Georgia 31202	Kopelman Sitton Law Group, LLC Richard Kopelman 5855 Sandy Springs Circle Suite 300 Atlanta, GA 30328	Princenthal & May, LLC Adam P. Princenthal 750 Hammond Drive Building 12, Suite 200 Atlanta, GA 30328
<b>Class Counsel</b>	<b>Class Counsel</b>	<b>Defendant’s Counsel</b>
The Law Office of C. Cooper Knowles C. Cooper Knowles 750 Hammond Drive Building 12, Suite 350 Atlanta, GA 30328	Richardson, Patrick, Westbrook & Brickman, LLC Michael J. Brickman 1037-A Chuck Dawley Blvd. Mt. Pleasant, SC 29464	O’Melveny & Myers LLP Richard Goetz 400 South Hope St Los Angeles, CA 90071
<b>Defendant’s Counsel</b>		
Clyde & Co US LLP Robert Fisher 271 17 <sup>th</sup> Street NW, Suite 1720 Atlanta, GA 30363		

15. **What is the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

### THE LAWYERS REPRESENTING YOU

16. **Do I have a lawyer in this case?**

Yes. The Court has appointed these lawyers and firms as "Class Counsel," meaning that they were appointed to represent all Settlement Class Members: Adam P. Princenthal, C. Cooper Knowles, Clinton W. Sitton, James C. Bradley, Michael J. Brickman, Nina Fields Britt, Kimberly Keevers Palmer, and Richard Kopelman.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. **How will the lawyers be paid?**

Class Counsel intends to file a motion on or before [date] seeking \$450,000, or twenty percent (20%) of the Settlement Fund, in attorneys' fees and costs. The fees and expenses awarded by the Court will be paid from the Settlement. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that a combined \$10,000 be paid to the two named Plaintiffs, Gerard and Abby Gunthert, who helped the lawyers on behalf of the whole Class.

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement.

18. **When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on [date] at the United States District Court for the Middle District of Georgia, before the Honorable Marc T. Treadwell, United States District Judge, in Courtroom XXX, in the William A. Bootle Federal Building & US Courthouse, 475 Mulberry Street, Macon, GA 31201.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. Judge Treadwell will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. **Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. **May I speak at the hearing?**

You may ask the Court for permission to speak at the hearing by following the procedure for objections outlined above and in the Settlement Agreement, including the requirement that your objection/request be filed with the Court and served on Class Counsel and Defendants' Counsel no later than [Date]. You may not speak at the hearing if you excluded yourself.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you may get a payment from the Settlement as outlined in paragraph 7 above. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case ever again. If you believe you may be eligible for this Settlement and have not received a notice by US Mail, this may mean the parties do not have an accurate address for you on file, and you might not receive a portion of the settlement even if you are entitled to one. You should contact the Administrator through the Settlement Website, [INSERT URL], or by calling [INSERT TOLL FREE NUMBER] to determine whether you are a Settlement Class Member and to update your address.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of the Settlement Agreement and other information at the Settlement Website, [INSERT URL]. If you have additional questions, you can visit the Settlement Website, [INSERT URL]. You can also write to the Settlement Administrator by mail or email, or call toll-free.

**MAIL:** [INSERT ADDRESS]

**EMAIL:** [INSERT EMAIL ADDRESS]

**PHONE:** [INSERT TOLL FREE NUMBER]

Updates will be posted at the Settlement Website, [INSERT URL], as information about the Settlement process becomes available.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.**

**Attachment A-3**  
to  
Settlement Agreement

Proposed Publication Notice

## **If Bankers Standard Insurance Company Insured Your Georgia Home and You Pursued A Claim For Certain Property Damage You May be Eligible to Receive a Payment from a Class Action Settlement.**

If Bankers Standard Insurance Co. (“Bankers Standard” or “Defendant”) insured your Georgia residence, and you pursued a claim for certain kinds of property damage occurring between January 15, 2010, and May 1, 2018, you may be eligible to receive a payment from a Class Action Settlement. The lawsuit, *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021, pending in the Middle District of Georgia, alleges that Defendant violated Georgia law relating to how Defendant should have determined how much money to pay for certain homeowners’ claims for damage to real property. The lawsuit alleges that Defendant breached its insurance contracts with certain homeowners by (1) failing to assess their real property for potential diminution in value resulting from fire, water, mold, or foundation/structural damage and (2) failing to pay for any such diminution in value. Defendant denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class. The Court has not decided who is right. Both sides have agreed to settle the dispute and provide an opportunity for payments and other benefits to Settlement Class Members.

**WHO IS INCLUDED IN THE SETTLEMENT?** All insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010, and May 1, 2018. More information about the Settlement, including a detailed Class Notice, is available at the Settlement Website, [\[INSERT URL\]](#), or by calling [\[INSERT TOLL FREE NUMBER\]](#).

**WHAT DOES THE SETTLEMENT PROVIDE?** The Settlement provides for a Settlement Fund in the amount of \$2,250,000 to pay for (1) Settlement Awards to certain Settlement Class Members; (2) attorney’s fees and costs for the Plaintiffs’ and Settlement Class’s attorneys; and (3) certain taxes (if applicable). The Settlement also provides that the Defendant will pay a combined Service Award to the Plaintiffs of up to \$10,000, subject to court approval. Settlement Class Members may be entitled to receive a payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until all Claims have been calculated after deducting any attorneys’ fees and costs approved by the Court. Not every insured who submitted a claim to Bankers Standard for property damage during the specified period will receive a payment. However, all Settlement Class Members who submitted a covered claim on which Bankers Standard made a payment for the type of damage specified herein will receive a monetary award; such monetary awards will be determined by a formula that calculates the proportionate amount of the total Settlement Fund which each eligible Settlement Class Member will receive based upon the loss amount paid by Bankers Standard on the Class Member’s insurance claim.

### **WHAT ARE MY RIGHTS?**

**Do nothing.** If you do not exclude yourself from the Settlement, you will be bound by the Settlement, and you may receive benefits of the Settlement.

**Object to the Settlement.** If you do not agree with the Settlement or any part of it, you may submit a written objection to the Court. The deadline for submitting an objection is [\[Date\]](#). The Class Notice, available at [\[INSERT URL\]](#), explains how to object.

**“Opt Out” of the Settlement.** If you don’t want to be legally bound by the Settlement, you must exclude yourself by [\[Date\]](#), or you won’t be able to sue, or continue to sue, Defendant about the legal claims in this case, or any other legal claims related to Defendant’s assessment or payment under Defendant’s homeowners insurance policies for diminished value on a claim for fire, water, mold, or structural/foundational damage to a Georgia property that occurred during the specified period. If you exclude yourself, you cannot get money from this Settlement. The Class Notice, available at [\[INSERT URL\]](#), explains how to exclude yourself or object. If you do nothing you will be bound by the Court’s decisions.

The Court will hold a hearing on [\[Date\]](#) to consider whether to approve the Settlement, Class Counsel’s request for attorney’s fees and costs up to twenty percent (20%) of the Settlement Fund, as well as a separate payment for a Service Award for the Plaintiffs totaling up to \$10,000. You or your own lawyer may appear and speak at the hearing at your own expense.

### **WHAT SHOULD I DO IF I HAVE NOT RECEIVED NOTICE IN THE MAIL?**

**Contact the Administrator If You Have Not Received Written Notice in the Mail.** If you believe you may be eligible for this Class Action Settlement and have not received a notice by US Mail, this may mean the parties do not have an accurate address for you on file and you might not receive a portion of the settlement even if you are entitled to one. You should contact the Administrator through the Settlement Website, [\[INSERT URL\]](#), or by calling [\[INSERT TOLL FREE NUMBER\]](#) to determine whether you are a member of the Settlement Class and to update your address.

FOR MORE INFORMATION: Call Toll-Free [INSERT TOLL FREE NUMBER] or visit [INSERT URL]

**Attachment B**  
to  
Settlement Agreement

[Proposed] Order Granting Preliminary Approval

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

GERARD R. GUNTHERT and ABBY B.  
GUNTHERT, individually and on behalf of all  
those similarly situated,

Plaintiffs,

v.

BANKERS STANDARD INSURANCE  
COMPANY,

Defendant.

CA NO. 5:16-cv-00021-MTT

**[PROPOSED] ORDER GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter comes before the Court upon unopposed motion by Plaintiffs Gerard R. Gunthert and Abby B. Gunthert (the “Guntherts” or “Class Plaintiffs”) under Federal Rule of Civil Procedure 23 for preliminary approval of the Class Action Settlement Agreement and Release (“Settlement Agreement”) entered into between Plaintiffs on behalf of themselves and a settlement class of similarly-situated persons (defined below as the “Settlement Class”) and Defendant Bankers Standard Insurance Company (“Bankers Standard,” and together with the Class Plaintiffs, the “Parties”) resolving the Action. Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 and has personal jurisdiction over the Parties. Venue is proper in this District.

3. This Action is provisionally certified as a class action, for the purposes of settlement only, pursuant to Fed. R. Civ. P. 23(a), 23(b)(3) and 23(e). The Settlement Class is defined as follows:

All insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018.

Specifically excluded from the Settlement Class are: (a) Defendant's employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court's staff and immediate family; and (c) all Persons who have timely opted-out of the Settlement Class pursuant to the requirements in the Settlement Agreement.

"Settlement Class Member" as used herein means any person in the Settlement Class who is not properly opted out of or otherwise excluded from the Settlement Class.

4. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

5. The Court preliminarily approves the proposed Settlement Agreement as fair, reasonable and adequate, entered into in good faith, free of collusion and within the range of possible judicial approval.

6. The Court appoints the Guntherts as the Class Representatives of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Court finds that Class Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so.

7. The Court appoints the following counsel as Class Counsel for the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure: Michael J. Brickman, James

C. Bradley, Nina Fields Britt, and Kimberly Keevers Palmer of Richardson, Patrick, Westbrook & Brickman, LLC; Richard Kopelman and Clint W. Sitton of Kopelman Sitton Law Group, LLC; Adam P. Princenthal of Princenthal & May, LLC; and C. Cooper Knowles of Law Offices of C. Cooper Knowles. The Court finds that Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so.

8. The Court appoints Angeion Group, LLC to serve as the settlement administrator (“Administrator”) and directs the Administrator to carry out all duties and responsibilities of the settlement administrator specified in the Settlement Agreement.

9. The Court approves the proposed program for disseminating notice to the Settlement Class set forth in the Settlement Agreement (the “Notice Program”). The Court approves the form and content of the proposed forms of notice (“Notices”), in the forms attached as **Attachments A-1 to A-3** to the Settlement Agreement. The Court finds that the proposed Notices are clear and readily understandable by Settlement Class Members and are reasonably calculated to apprise the Settlement Class Members of the pendency of this case and of the right to object to or request exclusion from the proposed Settlement. The Court finds that the Notice Program, including the proposed Notices, constitutes the best notice practicable under the circumstances; constitutes valid, due and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution; and is the only notice to the Settlement Class of the Settlement Agreement that is required.

10. Within **ten (10) days** after the entry of this Order, Defendant will provide the Administrator with a Settlement Class List that includes names and mailing addresses associated with the subject insurance policies for each potential Settlement Class Member based on a search

of Defendant's records. Following receipt of the list of potential Settlement Class Members from Bankers Standard, the Administrator will attempt to verify and/or update the address of each such person using the National Change of Address ("NCOA") database.

11. The "Notice Date" shall be **thirty (30) days** following the entry of this Order.

12. By no later than the Notice Date, Bankers Standard will cause the Administrator to send a copy of the Mail Notice, substantially in the form attached to the Settlement Agreement as **Attachment A-1**, by first class mail to each potential Settlement Class Member and shall post the Long Form Notice, substantially in the form attached to the Settlement Agreement as **Attachment A-2**, on the Settlement Website. Bankers Standard and/or the Administrator will notify Class Counsel of compliance with the mailing of the Mail Notice. For any Mail Notice that is returned undeliverable without forwarding address information, the Administrator shall perform a reasonable skip trace search using a third party address database such as LexisNexis, or similarly effective search, for a more current address for the potential Class Member and re-send the returned Mail Notice to the potential Class Member by first class mail. If the Administrator is unable to reach more than ten (10) percent of the Settlement Class through Mail Notice after skip tracing and other public records searches as appropriate, the Administrator shall initiate Publication Notice by publishing the Publication Notice, substantially in the form attached to the Settlement Agreement as **Attachment A-3**, in the *Savannah Morning News* and *Atlanta Journal Constitution*. Such Publication Notice shall be in addition to the Mail Notice described herein.

13. Any Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion as described in the Long Form Notice attached to the Settlement Agreement as **Attachment A-2**. To be effective, the exclusion request must follow the instructions outlined in the Long Form Notice, be mailed to the Administrator at the address provided

in the Long Form Notice, and be postmarked by the date specified in the Long Form Notice, which will be **forty-five (45) days** prior to the date for the Final Approval Hearing set in the Mail Notice and the Long Form Notice. If two or more persons have an ownership interest in a claim, and one or more of them opt out of the Settlement Class, then all such persons shall be deemed to have opted out of the Settlement Class for that claim. If the Settlement Agreement is finally approved as defined in the Settlement Agreement, any Class Member who does not send a timely and valid request for exclusion shall be a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the release provisions set forth in the Settlement Agreement. Pending determination whether the Settlement should be finally approved, all Settlement Class Members are hereby barred and enjoined from commencing or prosecuting any of the Released Claims against any of the Released Parties in any action, arbitration, or proceeding in any court, arbitration forum or tribunal unless and until any Settlement Class Members timely exclude themselves from the Settlement.

14. Any party exercising his/her/their right to request exclusion shall have a right to rescind the request for exclusion and participate in the Settlement by notifying the Administrator in writing, postmarked no later than **ten (10) days** prior to the date for the Final Approval Hearing set in the Mail Notice and the Long Form Notice. To be effective, the rescission of the request for exclusion must set forth the full name and current address of the Settlement Class Member seeking to rescind the request for exclusion, be signed by the Settlement Class Member(s) or his/her or their legally authorized representative, and contain a sentence stating: “The undersigned hereby rescinds his or her request for exclusion from the Class Settlement Agreement and Release in the Gunthert Action.” If two or more persons having an ownership

interest in a claim have opted out of the Settlement Class, all such persons must rescind the request for exclusion in order for the rescission to be effective.

15. Any Settlement Class Member who does not request exclusion from the proposed Settlement may object to the Settlement Agreement, Class Counsel's request for attorneys' fees and costs ("Fee Application"), and/or any request for a service award for the Class Plaintiffs. To be considered, a notice of intent to object to the proposed Settlement must be filed in this case with the Clerk of the Court, and served upon Class Counsel and Bankers Standard's counsel, no later than **forty-five (45) days** prior to the date for the Final Approval Hearing set in the Mail Notice and the Long Form Notice and be sent to the Administrator by first class mail, postmarked no later than **forty-five (45) days** prior to the date for the Final Approval Hearing set in the Mail Notice and the Long Form Notice. The notice of intent to object must contain all of the information described in the Settlement Agreement and the Long Form Notice. Any Settlement Class Member who does not object in the foregoing manner shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement Agreement, Class Counsel's Fee Application, and any request for service awards for the Class Plaintiffs.

16. Any Settlement Class Member who submits a timely and valid written objection may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Settlement Class Member's own expense, if they properly notify the Court and all counsel of their intent to appear at the Final Approval Hearing as described in the Settlement Agreement and the Long Form Notice. If the Class Member requests permission to speak at the Final Approval Hearing, the notice of intent to object must contain the additional information described in the Settlement Agreement and the Long Form Notice.

17. The Administrator shall log each request for exclusion it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties on a weekly basis. The Administrator shall provide a copy of any rescission of requests for exclusion to counsel for the Parties no later than **one (1) business day** after receipt of the rescission. The Administrator shall provide a copy of any notice of intent to object to Plaintiffs' Counsel and Bankers Standard's Counsel no later than **one (1) business day** after receipt of the notice of intent to object.

18. Within **ten (10) days** of completion of the Notice process described in Section 10.2 of the Settlement Agreement, the Administrator shall provide to the Court, Counsel for Bankers Standard, and Class Counsel an affidavit or declaration and other evidence adequately demonstrating to the Court that the procedures for Class Notice have been completed.

19. The Court directs that the Fairness and Final Approval Hearing be scheduled for \_\_\_\_\_, 20\_\_, at \_\_ o'clock \_\_.m. to assist the Court in determining whether the proposed Settlement Agreement should be finally approved as fair, reasonable and adequate to the Settlement Class Members; whether Final Judgment should be entered dismissing the Actions with prejudice; whether Class Counsel's Fee Application should be approved; and whether any request for service awards for the Plaintiffs should be approved.

20. Not later than **thirty (30) days** prior to the Final Approval Hearing, Class Counsel will file a motion seeking the Court's Final Approval of the proposed Settlement. Class Counsel also shall file their Fee Application and any requests for incentive awards for the Plaintiffs by no later than **thirty (30) days** prior to the Final Approval Hearing.

21. The Court reserves the right to adjourn and/or reschedule the Final Approval Hearing without further notice of any kind; therefore, any Settlement Class Member intending to

attend the Final Approval Hearing should (in addition to complying with all instructions and requirements above) confirm the date, time and location of the Final Approval Hearing with Class Counsel.

22. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if: (a) the Settlement Agreement is not finally approved by the Court; or (b) the Settlement Agreement is terminated in accordance with the Settlement Agreement.

23. Pending the final determination of whether the Settlement Agreement should be approved, all non-settlement related proceedings in this Action is hereby stayed. If the Settlement Agreement is terminated or the Settlement Agreement is not finally approved, the stay shall be terminated.

24. The following chart summarizes the dates and deadlines set by this Order:

Date by which Bankers Standard will provide the Settlement Class List to the Administrator	<b>[10 days following entry of the Preliminary Approval Order]</b>
Date by which the Administrator will provide Mail Notice to the Settlement Class	<b>[30 days following entry of the Preliminary Approval Order]</b>
Date by which the Administrator shall submit an affidavit or declaration demonstrating that the procedures for class notice have been completed	<b>[10 days after completion of the Notice process]</b>
Date Set for Final Approval Hearing	<b>[120 days following the Preliminary Approval Order, or at the Court's earliest convenience thereafter]</b>
Opt-Out Deadline (Last day for Settlement Class Members to submit written request to be excluded from the Settlement Class)	<b>[45 days prior to the Final Approval Hearing]</b>

Objection Deadline (Last day for Settlement Class Members to file objections to the Settlement)	<b>[45 days prior to the Final Approval Hearing]</b>
Last day for: (a) the Parties to file any motions in support of final approval of the Settlement Agreement; and (b) Class Counsel to file a petition for fees and costs and service awards for the Class Plaintiffs	<b>[30 days prior to the Final Approval Hearing]</b>
Last day for any Settlement Class Member who has objected to the Settlement and wishes to appear at the Final Approval Hearing to file and serve a notice of appearance	<b>[20 days prior to the Final Approval Hearing]</b>
Exclusion Rescission Deadline (Last day for any Settlement Class Member who exercised his/her/their right to opt out of the Settlement to rescind the request for exclusion)	<b>[10 days prior to the Final Approval Hearing]</b>

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 The Honorable Marc T. Treadwell  
 United States District Judge  
 Middle District of Georgia

**Attachment C**  
to  
Settlement Agreement

[Proposed] Order Granting Final Approval

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

GERARD R. GUNTHERT and ABBY B.  
GUNTHERT, individually and on behalf of all  
those similarly situated,

Plaintiffs,

v.

BANKERS STANDARD INSURANCE  
COMPANY,

Defendant.

CA NO. 5:16-cv-00021-MTT

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT**

WHEREAS, Plaintiffs Gerard R. Gunthert and Abby B. Gunthert (the “Guntherts” or “Class Plaintiffs”) on behalf of themselves and a settlement class of similarly-situated persons (defined below as the “Settlement Class”) and Defendant Bankers Standard Insurance Company (“Bankers Standard,” and together with the Plaintiffs, the “Parties”) entered into a Settlement Agreement<sup>1</sup> dated \_\_\_\_\_, 2018; and

WHEREAS, the Court entered an Order on \_\_\_\_\_, 2018 (“Preliminary Approval Order”), preliminarily approving the Settlement, preliminarily certifying the Settlement Class for settlement purposes under Federal Rule of Civil Procedure Rule 23(b)(3), ordering that notice be disseminated to the Settlement Class, scheduling a Fairness and Final Approval Hearing for \_\_\_\_\_, 2018, and providing Settlement Class Members with an opportunity to opt-out of the Settlement Class and/or object to the proposed Settlement or to Class Counsel attorneys’ fees and costs and/or the Plaintiffs’ service awards; and

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<sup>1</sup> Unless otherwise specifically defined herein, the capitalized terms in this Order Approving Settlement have the same meaning as attributed to them in the Settlement Agreement.

WHEREAS, the Court held a Fairness and Final Approval Hearing on \_\_\_\_\_, 2018 to determine whether to grant final approval to the Settlement Agreement; and

WHEREAS, the Court is contemporaneously issuing a Judgment that, among other things, certifies the Settlement Class, approves the Settlement Agreement, and dismisses the Settlement Class Members' claims with prejudice as to Bankers Standard;

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. **Incorporation of Settlement Documents.** This Order Approving Settlement (the "Order") incorporates and makes a part hereof the Settlement Agreement, including all exhibits thereto. The Settlement Agreement and all exhibits thereto shall be referred to collectively as the "Settlement Agreement."

2. **Jurisdiction.** The Court has personal jurisdiction over all Settlement Class Members (as defined below) and has subject matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Settlement Class for settlement purposes, and dismiss the Action with prejudice.

3. **Final Settlement Class Certification and Definition.** The Settlement Class this Court preliminarily certified is hereby finally certified for settlement purposes under Federal Rule of Civil Procedure Rule 23(b)(3). The Settlement Class is defined as follows:

All insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018.

Specifically excluded from the Settlement Class are: (a) Defendant's employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court's staff and immediate family; and (c) all Persons who have timely opted-out of the Settlement Class pursuant to the requirements in the Agreement.

“Settlement Class Member” as used herein means any person in the Settlement Class who is not properly opted out of or otherwise excluded from the Settlement Class.

4. **Issue for Certification.** The issue that the Court is deciding on a class-wide basis is whether the terms of the proposed Settlement are fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure Rule 23(e) and governing law construing that Rule. In making that determination, the Court also has considered, as discussed herein, whether proper notice of the Proposed Settlement was given under Federal Rule of Civil Procedure Rule 23(c)(2)(B) and Federal Rule of Civil Procedure Rule 23(e)(1) to the Settlement Class and any other relevant persons so that the Settlement Agreement’s terms will have binding effect.

5. **Adequacy of Representation.** The Class Plaintiffs and Class Counsel have fully and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement and have satisfied the requirements of Federal Rule of Civil Procedure Rule 23(a)(4).

6. **Notice.** The Court finds that the distribution of the Notice and the notice methodology were implemented in accordance with the terms of the Settlement Agreement and this Court’s Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable, and that the Notice and notice methodology: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and the claims in the Action, their rights to object to the proposed Settlement and to appear at the Fairness and Final Approval Hearing, and their right to exclude themselves from the Settlement Class; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons

entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

7. **Final Settlement Approval.** The terms and provisions of the Settlement Agreement have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Plaintiffs and the Settlement Class, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law. The Settling Parties and their counsel are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

8. [Findings in support of settlement approval]

9. **Implementation of Settlement.** Having found that the terms of the Settlement Agreement are fair, reasonable, and adequate to the Settlement Class, the Settling Parties, through the Administrator, are directed to implement and administer the Settlement in accordance with its terms and provisions.

10. **Binding Effect.** The terms of the Settlement Agreement and of this Order and the accompanying Judgment shall be forever binding on the Settling Parties and all non-excluded members of the Settlement Class, as well as their heirs, executors, administrators, beneficiaries, trusts, trustees, agents, representatives, predecessors, successors, and assigns as to all Released Claims.

11. **Releases.** The Releases as set forth in Paragraph 16 of the Settlement Agreement are expressly incorporated herein in all respects. The Releases shall be effective as of the Final Settlement Date.

12. **No Admissions.** Neither this Order and the accompanying Judgment nor the Settlement Agreement, nor any of the provisions of the Settlement Agreement or any negotiations leading to its execution, nor any other documents referred to in the Settlement Agreement or this Order or the accompanying Judgment, nor any action taken to carry out this Order and the Judgment, may be offered or received in evidence in any action or proceeding in any court, administrative panel, or proceeding or other tribunal as any admission or concession of liability or wrongdoing of any nature on Bankers Standard's part. Neither this Order and the accompanying Judgment nor the Settlement Agreement, nor any of the provisions of the Settlement Agreement or any negotiations leading to its execution, nor any other documents referred to in the Settlement Agreement or this Order or the accompanying Judgment, nor any action taken to carry out this Order and the Judgment is or shall be construed as an admission or concession by Bankers Standard as to the truth of any of the allegations in the Action or of any liability, fault, or wrongdoing of any kind on the part of Bankers Standard.

13. **Enforcement of Settlement.** Nothing in this Order or the accompanying Judgment shall preclude any action to enforce the terms of the Settlement Agreement.

14. **Attorneys' Fees and Costs.** The Court finds that an award of attorneys' fees and costs for Class Counsel in the amount of \$\_\_\_\_\_ is fair, reasonable and appropriate, and directs the Administrator to pay such amount to Class Counsel from the Settlement Fund pursuant to the terms of the Settlement Agreement.

15. [Findings in support of award of attorneys' fees and expenses]

16. **Service Awards.** The Court finds that a combined service award in the amount of \$\_\_\_\_\_ for the Guntherths is fair, reasonable and appropriate, and directs that Bankers Standard pay such amount to the Class Plaintiffs pursuant to the terms of the Settlement

Agreement. Pursuant to the Settlement Agreement, the payment of such service awards is in addition to the benefits to the Settlement Class and will be paid separately by Bankers Standard and not from the Settlement Fund.

17. **Modification of Settlement Agreement.** The Settling Parties are hereby authorized, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement, provided that such amendments, modifications, and expansions of the Settlement Agreement are not materially inconsistent with this Order and the accompanying Judgment and do not materially limit the rights of Settlement Class Members under the Settlement Agreement.

18. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Order and the accompanying Judgment. Without in any way affecting the finality of this Order and the accompanying Judgment, this Court expressly retains exclusive and continuing jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, and of this Order and the accompanying Judgment, and for any other necessary purposes, including, without limitation:

a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, this Order, or the Judgment (including, without limitation, whether a person or entity is or is not a Settlement Class Member, and whether claims or causes of action allegedly related to the Action are or are not barred by the Judgment or Releases);

b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and the Judgment approving the Settlement Agreement, to

dismiss all claims with prejudice, or to ensure the fair and orderly administration of this Settlement; and

c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

19. **Dismissal of Actions.** The claims by the Settling Parties and all other Settlement Class Members are hereby dismissed with prejudice as against Bankers Standard, without fees or costs to Bankers Standard except as set forth herein or in the Settlement Agreement.

20. **Entry of Judgment.** Because it is in the best interests of the Settlement Class Members that the settlement process be undertaken as soon as possible and because the Settlement Agreement resolves all claims by the Settlement Class Members, the Court finds that there is no just reason to delay the Judgment regarding the Settlement Agreement. Accordingly, the Court expressly directs that the Judgment regarding the Settlement Agreement be entered as to all parties and all claims in the Actions.

SO ORDERED this \_\_\_ day of \_\_\_\_\_ 2019.

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HONORABLE MARC T. TREADWELL  
UNITED STATES DISTRICT COURT JUDGE