

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Named Class Plaintiffs, Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr., on behalf of themselves and on behalf of all others similarly situated, defined below as Settlement Class Members (“Plaintiffs”), and Defendants, The Travelers Companies, Inc., Travelers Indemnity Company, St. Paul Protective Insurance Co., as defined below (“Defendants”), by and through their respective counsel.

RECITALS

WHEREAS, Plaintiff Thompson initially filed a class action suit against Travelers Indemnity Co., and St. Paul protective Insurance Co. in the Superior Court of the State of New Jersey, Middlesex County, which was removed to federal court but then remanded back to the Middlesex County Superior Court, where it is now pending; and

WHEREAS, Plaintiffs Thorson and Lucci, Jr. filed a class action suit against The Travelers Companies., Inc. and St. Paul Protective Insurance Co. in the United States District Court for the District of New Jersey (The “Thorson Lawsuit”), which action was originally stayed and has now been dismissed without prejudice so that the Plaintiffs therein could coordinate the prosecution of one class action against Defendants in the form of the litigation now pending in the Middlesex County Superior Court being prosecuted by Regina Thompson (the “Action”); and

WHEREAS, Plaintiffs allege, generally, that Defendants failed to pay the full amount of Personal Injury Protection Coverage (“PIP coverage”) due and owing to their insureds under New Jersey automobile insurance policies (the “Policies”) by reducing the PIP coverage limits of the Policies by deductibles and/or co-payments applicable to those policies, in violation of the law set forth in *Birmingham v. Travelers*, 475 N.J. Super 246 (App. Div. 2023); and

WHEREAS, the Parties in the Action have engaged in significant litigation activity and formal and informal discovery; and

WHEREAS, originally through the auspices of mediator the Honorable Peter E. Doyne (Ret.), the Parties have engaged in substantial arms' length settlement negotiations which lasted over a year, and proceeded in stages, with the Parties first agreeing to all substantive terms of a Proposed Settlement, and only thereafter agreeing on the attorneys' fees associated with the Proposed Settlement; and

WHEREAS, Defendants have defended and intend to vigorously contest each and every claim in the Action, deny all material allegations of the Thorson Lawsuit and the Action, as to which Defendants assert they have numerous merits and class defenses, and further maintain that they have consistently acted in accordance with governing laws at all times; and

WHEREAS, Plaintiffs, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the Proposed Settlement (as defined below), considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation, and the likelihood of success on the merits of the Thorson Lawsuit and the Action, and believe that, in consideration of all the circumstances, the Proposed Settlement (as defined below) embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, Defendants, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Proposed Settlement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were or could have been asserted in the Thorson Lawsuit or the Action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiffs, the Settlement Class, and Defendants upon approval of the Court after hearing as provided for in this Agreement, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. “Agreement” means this Settlement Agreement, including all Exhibits thereto.
2. “Automatic Payment” means the amount that each Settlement Class Member will be paid by Defendants, as set forth in and subject to the provisions of this Agreement, regardless of whether they submit a Claim Form, as defined below.
3. “Claim Form” means the document that Settlement Class Members must submit, as set forth in and subject to the provisions of this Agreement, to potentially obtain benefits from the Settlement other than the Automatic Payment, which will be in the form attached hereto as Exhibit A.
4. “Claim Period” means the period between the entry of the Preliminary Approval Order and 30 days after the date of the Final Settlement Hearing, as defined below.
5. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
6. “Claims Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to jointly recommend to the Court that Epiq Systems, Inc. be appointed as the Claims Administrator.
7. “Class Counsel” means James A. Barry, DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, NJ 08053; Michael A. Galpern, Javerbaum Wurgaft Hicks Khan Wickstrom & Sinins, P.C., 1000 Haddonfield-Berlin Road, Suite 203, Voorhees, NJ 08053; and James C. Shah, Miller Shah LLP, 2 Hudson Place, Suite 100, Hoboken, NJ 07030.
8. “Class Notice or Notice” means the mailed notice, substantially in the form as shown in Exhibit B hereto, to the Settlement Class Members, notifying them of the Settlement and inviting Settlement Class Members, in addition to receiving their Automatic Payments, to make a Claim for Settlement Class Payments..A copy of the Proposed Class Notice, which will include the Claim Form, is attached as Exhibit B hereto.
9. “Class Period” means all PIP coverage claims where the final payment decision was made between April 14, 2017 and April 1, 2023.
10. “Complaint” means the currently operative Complaint filed in the Action.

11. “Court” means the New Jersey Superior Court for Middlesex County.
12. “Defendants” means The Travelers Cos., Travelers Indemnity Co., and St. Paul Protective Insurance Co., and all of their parents, subsidiaries, affiliates and related entities writing PIP coverage in New Jersey during the Class Period.
13. “Effective Date” means that date defined in Section XI of this Agreement.
14. “Evaluation Record” means the record described in Paragraph 68 of this Agreement, which the Neutral Evaluator shall use in deciding any claims submitted to them pursuant to the terms of this Agreement.
15. “Final Judgment” means the Court’s Final Approval Order and Final Judgment, that finally approves the Settlement and dismisses the Action with prejudice with respect to the Class Claims, which shall be substantially in the form attached as Exhibit C to this Agreement, without material alteration, as further provided in Section X below.
16. “Final Settlement Hearing” means the settlement approval hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement, in accordance with the applicable New Jersey Rules of Civil Procedure.
17. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the business affairs of a Settlement Class Member.
18. “Litigation” means all claims and causes of action asserted or which could have been asserted, including those asserted in the Thorson Lawsuit or the Action, against Defendants, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in any jurisdiction against Defendants relating to the Thorson Lawsuit or the Action.
19. “Named Plaintiffs” means Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr..

20. “Neutral Evaluator” means the neutral third party, mutually acceptable to Class Counsel and Defendants and appointed by the Court, who will be the binding arbiter of any disagreements as to the eligibility to receive benefits, and/or the amounts due, if any, to a Settlement Class Member under the terms of this Agreement if that individual elects to submit a Claim Form.

21. “Notice Date” shall be on or before 60 days from the date of Preliminary Approval of the Proposed Settlement.

22. “Notice of Determination” means the notice sent by Defendants to a Settlement Class Member who makes a Claim of Defendants’ determination of the value, if any, of their Claim.

23. “Notice of Determination Appeal” means an appeal by a Settlement Class Member to the Neutral Evaluator from their Notice of Determination.

24. “Opt Out” means any Settlement Class Member who sends a written communication requesting exclusion from this Settlement within the Opt-Out Period, thus excluding themselves from the Settlement Class.

25. “Opt-Out Period” means the time period during which Settlement Class Members are permitted to exclude themselves from the Settlement Class, as set forth in Section XII of this Agreement.

26. “Parties” means the Settlement Class Members, including the Named Plaintiffs, and Defendants.

27. “PIP coverage” means Personal Injury Protection coverage present in Defendants’ New Jersey policies during the Class Period.

28. “Preliminary Approval Order” means the order that preliminarily approves the Proposed Settlement, which shall be in the form attached as Exhibit D to this Agreement, without material alteration, as further provided in Section III below.

29. “Proposed Settlement” means the terms agreed to by the Parties as set forth in this Agreement, prior to final approval of the Proposed Settlement.

30. “Release” means those Releases set forth in Section XIV below, which all Settlement Class Members who do not choose to exclude themselves from this Settlement will be deemed to have executed upon final approval of this Settlement.

31. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, penalties, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to claims for breach of contract, violation of any and all New Jersey PIP coverage statutes, and any similar New Jersey laws, violation of the New Jersey Consumer Fraud Act, and any similar New Jersey laws, violations of the New Jersey Truth in Consumer Contract and Warranty Act, and any other similar New Jersey laws, negligence, violations of any New Jersey Unfair Insurance Practices Act, or any similar New Jersey laws, violation of any New Jersey Unfair Trade Practices Act, or any similar new Jersey laws, breach of the covenant of good faith and fair dealing, bad faith or extra-contractual claims, injunctive and declaratory relief, and claims for punitive or exemplary damages, or prejudgment or post judgment interest, arising from or relating in any way to the allegations in the Thorson Lawsuit or the Action, and based on any legal theory whatsoever to the fullest extent of the law and res judicata and/or claim preclusion protections.

32. “Released Parties” means Defendants, as defined above, and any of their past, present or future parents, subsidiaries, affiliates, related entities, officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other predecessors, successors, assigns, divisions, or legal representatives thereof.

33. “Releasing Parties” means the Named Plaintiffs and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees,

trusts, trustees, members, servants, independent contractors, lessors, lessees, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing.

34. “Settlement” means the terms and conditions of the Agreement reached by the Parties.

35. “Settlement Class” means the Class defined in Section II below.

36. “Settlement Class Members” means those who constitute the Settlement Class as defined in Section II below. Any person who submits a valid and timely written request to be excluded from the Settlement Class shall not be a Settlement Class Member.

37. “Settlement Class Payment” means the payments to Settlement Class Members described in Sections V and VI below.

38. “Unknown Claims” means claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims.

II. THE SETTLEMENT CLASS

39. The “Settlement Class” means all individuals (and their heirs, executors, administrators, successors and assigns) who, during the Class Period, were policyholders or insureds under New Jersey automobile insurance policies issued by Defendants which included PIP coverage, where the individual was paid under PIP coverage and (a) for claims which Defendants’ computerized records reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive of their policy limits; or (b) for claims which Defendants’ computerized records do not reflect PIP policy limits available, where PIP benefits were paid in an amount within \$3,000, inclusive, of an actual New Jersey PIP limit sold by Defendants. A list of all claims within this definition identified by the parties is attached as Exhibit E. Excluded from the Class are: all present or former officers and/or directors of Defendants, Class Counsel and their resident relatives, the Judge in the Action and resident relatives thereof, and Defendants’ counsel of record in the Action and their resident relatives.

III. PRELIMINARY CLASS CERTIFICATION

40. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court along with a Motion for Preliminary Approval, which Plaintiffs shall draft and allow Defendants to review and comment on before filing, and request the Court to enter a Preliminary Approval Order, preliminarily approving the Proposed Settlement, which shall be substantially in the form set forth in Exhibit D.

41. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets the requirements of the New Jersey Rules of Civil Procedure; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of the New Jersey Rules of Civil Procedure and Due Process; and (iii) the terms of the Settlement are fair and reasonable. For purposes of the Settlement, the Named Plaintiffs are agreed upon as suitable Class Representatives.

42. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representatives and Class Counsel by the Court shall be binding only with respect to the Settlement of the Litigation. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, without prejudice to the consideration of the Court in the Action, on the merits, of any properly submitted Motion for Class Certification. The Named Plaintiffs and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be admissible as evidence in this or any other action, shall be deemed an admission by the Named Plaintiffs, Class Counsel, or Defendants of any matter related in any manner thereto, or by Defendants that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this Action or any other matter.

43. Upon the Preliminary Approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further

order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement. Additionally, any other litigation against the Released Parties of any of the Released Claims shall be stayed or enjoined by the Court.

IV. CLASS NOTICE, COSTS OF CLASS NOTICE, AND ADMINISTRATION OF SETTLEMENT

44. The Parties agree to recommend to the Court Epiq Systems, Inc. as Claims Administrator, which entity will be designated as the “Claims Administrator.” The Claims Administrator shall (i) oversee the provision of Notice to the Class; (ii) oversee identification of addresses for any returned mail, and remaining notice; (iii) process Claim Forms; (iv) contact Settlement Class Members, if any, whose Claims Forms are deficient to attempt to obtain a cured form; (v) process any cured Claim Forms; (vi) send all Claim Forms to Defendants for challenge or payment and to Class Counsel; (vii) forward inquiries and questions to Class Counsel; (viii) provide a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (ix) establish and maintain a settlement website and call center. The Claims Administrator shall be paid by Defendants for services rendered pursuant to this Agreement.

45. Notice of the pendency of the Action and of the Settlement shall be made by the Class Notice, which will be sent by the Claims Administrator.

46. Within 30 days after the entry of the Preliminary Approval Order, Defendants shall make a reasonable search using all due diligence of their computer/electronic databases and provide the Claims Administrator with the name and current or last-known address of each potential Settlement Class Member.

47. Within 60 days of the entry of the Preliminary Approval Order, the Claims Administrator shall initiate mailing, by last known first-class mail address, of the Class Notice to each Settlement Class Member which mailing shall include a Claim Form (“Notice Date”). The Claim Form shall require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim

Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to Defendants or otherwise.

48. Prior to mailing the Class Notice and Claim Form, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

49. If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, the Claims Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to Defendants and Class Counsel upon request. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator shall forward the mailing to that address. For the remaining returned mailings, the Claims Administrator will use reasonable efforts, including an Experian search or skip tracing, to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Notice is returned as undeliverable a second time, no further mailing shall be required. It is agreed by the Parties that the procedures set forth in the preceding Paragraph and this Paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

50. The Class Notice will also be made available to all potential Settlement Class Members by request to the Claims Administrator, which shall send via first-class U.S. mail these documents as requested by any potential Settlement Class Member.

51. The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

52. A website for the Settlement administration shall contain information about this Agreement, including printable copies of the Agreement, the Notice, and the Claim Form, which shall be maintained by the Settlement Administrator. This Settlement Website shall also contain a list of Frequently Asked Questions to give further information regarding this Agreement. The Claims Administrator shall also establish a toll-free phone number, which any Settlement Class Member may call to receive the Agreement, Class Notice and a Claim Form, as well as all information included on the Settlement Website. The toll-free number and Settlement Website referred to herein will be established and operational by a date no later than the date the Class Notice is initially mailed and will remain operational until the last date on which Settlement checks can be negotiated, except that website claim functionality will be disabled at the Claim Deadline.

53. Neither Defendants, nor the Named Plaintiffs, nor any of the Released Parties, nor any of the Releasing Parties, nor any of their counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

V. CLAIMS PROCEDURE

54. All Claim Forms must be submitted no later than 60 days after the Final Settlement Hearing.

55. Each Settlement Class Member, regardless of whether they submit a Claim Form, shall receive an Automatic Payment of \$70.

56. All Automatic Payments shall indicate that the check will be void if not cashed within 120 days of issuance. If a Class Member fails to negotiate the Automatic Payment check within 120 days of its issuance, said Class Member shall forfeit the right to the Automatic Payment.

57. With the exception of the above Automatic Payment, this Settlement shall be a claims-made settlement, with Settlement Class Members receiving payment only upon submission of a valid Claim Form. The Claim Form shall require, at a minimum, that the Settlement Class Member affirm, under oath, the good faith belief that the information on the Claim Form is true and correct and that the Class Member believes he or she is entitled to the relief requested on the Claim Form.

58. The Claims Administrator will promptly notify a Settlement Class Member if it deems that person's Claim Form materially incomplete or deficient and specify any additional information that must be submitted. Notification shall be by first-class mail unless the Settlement Class Member specifies another mode of notification. Such Settlement Class Members shall have 45 days from the date the notification is mailed, or until the expiration of the Claim Period, whichever is longer, to submit the requested information.

59. Those who fall within the definition of the Settlement Class will be deemed Settlement Class Members unless they timely submit a written request for exclusion from the Settlement Class, postmarked no later than 30 days before the Final Settlement Hearing.

60. The Automatic Payments required by this Agreement shall be made within 30 days of the Effective Date. Any payments to a Settlement Class Member who makes a Claim shall be made within 75 days of the Effective Date.

61. Class Counsel shall file a Motion for Final Approval of the Proposed Settlement, Approval of Attorneys Fees and Costs and Approval of Incentive Awards 15 days prior to the Final Approval Hearing.

VI. CALCULATION OF PAYMENT AND DEFENDANTS' MONETARY OBLIGATIONS UNDER THE SETTLEMENT.

62. As described above, each Settlement Class Member shall receive an Automatic Payment of \$70.

63. In addition, each Settlement Class Member will have the right to submit a Claim Form.

64. Defendants shall review each Claim Form and if in fact the Settlement Class member submitting that claim form did not receive a full PIP coverage payment because of a reduction for PIP deductibles or co-payments, that Claimant shall receive 80% of the amount reduced by application of the deductibles or co-payments, subject to their actual PIP limit.

65. Any claim payment required under Paragraph 63 above shall be reduced by the amount of the \$70 Automatic Payment that Claimant will have previously received under the Settlement.

66. The Settlement Administrator will receive all Claims and make the initial determination of whether a Claim is a Valid Claim.

67. All Valid Claims under the Settlement will be processed by Defendants' claims personnel.

68. Defendants will determine the amount of the reduction, if any of the Claimant's PIP policy limits for PIP deductibles or co-payments. If there was no reduction of the Claimant's PIP policy limits for PIP deductibles or co-payments then no amounts will be owed to the Claimant..

69. In adjusting claims pursuant to this Agreement, Defendants shall consider: (i) any claim files or other documentation already in their possession pertaining to the applicable Settlement Class Member's claim for PIP benefits; (ii) the information or documentation, if any, provided by the Settlement Class Member in the Claim Form or with the Claim Form; and/or (iii) any additional information or documentation provided by the Settlement Class Member and/or requested or obtained by Defendants from the Settlement Class Member before Defendants render a determination pursuant to a Notice of Determination. The documents and information described in this Paragraph are referred to collectively as the "Evaluation Record."

70. In any instance that a letter or PIP payment ledger was sent to a Class Member, their medical providers, or their attorney indicating that PIP policy limits had been exhausted prior to payment of the full policy limits having been paid, said claim shall be approved.

71. Within 75 days of the Effective Date, using the Evaluation record the Defendants will determine how much, if anything, is due to each Claimant under the above provisions. Defendants shall advise the Settlement Class Member and Class Counsel in writing of their determination (hereafter referred to as the "Notice of Determination"), which shall set forth: (i) the amounts (if any) of the Settlement Class Payment to be paid; (ii) where not otherwise obvious, a brief explanation of the calculation and basis for the determination of those amounts; and (iii) if any claims or dollar amounts are rejected, a brief explanation of the reasons for the rejection. If any Settlement Class Payment is determined by Defendants to be due, a payment by check will be included with the Notice of

Determination. The Notice of Determination shall also inform the Settlement Class Member that he or she is free to immediately cash any check unless the Settlement Class Member plans to appeal the Notice of Determination to a Neutral Evaluator for a Neutral Evaluation on Appeal as provided in Paragraphs 71-74 below, in which case the Settlement Class Member cannot cash the check, but if a neutral evaluation occurs the ultimate payment will not be in an amount less than the check the Settlement Class Member initially received.

72. Defendants shall provide applicable portions of the Evaluation Record including any correspondence between Defendants and the Class Member, their medical providers, or their attorney for any rejected claim to Class Counsel upon request.

73. The Settlement Class Members hereby waive and release any challenge to the Settlement Claim Adjustment process and/or the Neutral Evaluation on Appeal process set forth herein, for any reason. Neither Defendants, nor any of their Counsel, nor any Released Parties, nor Class Counsel, nor the Named Plaintiffs, shall have any liability to any Settlement Class Member, under any legal theory whatsoever, for the way in which any claim made pursuant to this Agreement is adjusted, determined or paid, beyond the amount of the Settlement Class Payment, if any, determined by Defendants and/or by the Neutral Evaluator.

74. To initiate an appeal, the Settlement Class member must, within 30 days from the date on which his or her Notice of Determination is postmarked or emailed, submit a demand for a Neutral Evaluation on Appeal in writing to the Settlement Administrator (at the address provided in the Class Notice).

75. The Notice of Determination Appeal must include a written statement providing all reasons and facts supporting the Settlement Class Member's assertion that Defendants' Notice of Determination is not an accurate determination of the Settlement Class Member's claim.

76. Within five (5) days of receipt of a Notice of Determination Appeal, the Settlement Administrator shall provide the Notice of Determination Appeal to Defendants' Counsel and Class Counsel.

77. For any Notices of Determination Appeals that cannot be resolved within ten (10) days of receipt, the Settlement Administrator shall forward the Notice of Determination Appeal, and the Evaluation Record, to the Neutral Evaluator who will resolve it within thirty (30) days, or any longer period as may be agreed upon by the Parties. The Neutral Evaluator shall have the discretion to contact Defendants, through Defendants' Counsel, Class Counsel, or the Settlement Class Member submitting the Notice of Determination Appeal, at any time. The Neutral Evaluator shall award 80% of what they believe to be the amount of the reduction, if any of the Claimant's PIP policy limits for PIP deductibles or co-payments. The Neutral Evaluator shall not award any amount that results in a payment of in excess of the Claimant's PIP policy limit, nor shall the Neutral Evaluator award any amount for attorneys' fees, interest, costs or for bad faith, unfair claims practices, unfair trade practices, or other extra-contractual, statutory and/or punitive damages or fines based on or arising out of Defendants' conduct, including but not limited to, in handling claims submitted by Settlement Class Members, either previously or in conjunction with this Agreement. Any determination by the Neutral Evaluator shall be final and non-appealable. The Neutral Evaluator shall mail Defendants, Class Counsel, the Settlement Administrator, and the Settlement Class Member of the Neutral Evaluator's decision. Defendants or the Settlement Administrator shall mail any additional payments awarded to the Settlement Class Member by the Neutral Evaluator within 45 days of the date the Neutral Evaluator's decision is post-marked or emailed.

78. Defendants shall pay the Neutral Evaluator's fee of \$200 for each Notice of Determination of Appeal referred to the Neutral Evaluator. In the event a Class Member's appeal is unsuccessful, the Class Member shall be responsible for payment of \$70 towards the Neutral Evaluator's fee. Plaintiff's Counsel shall escrow \$5,000 of the counsel fees awarded in this action to pay for any unsuccessful Class Member's portion of the Neutral Evaluator's fee and shall be entitled to seek repayment of any such fee from the unsuccessful Class Member.

79. Any claim payment shall be sent by check, to the most recent known address for the Settlement Class Member or as provided in the Claim Form. The check shall be valid for 120 days after

the date of the check. Any unclaimed funds from these Settlements will, as no fund is being created, be returned to Travelers, and no escheatment situation will arise therefrom.

80. The Settlement Class Payments set forth in this Agreement shall be the only payments to which any Settlement Class Member will be entitled.

81. Defendants' liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to Settlement Class Members; (b) paying the costs of notice and settlement administration, including the fees and costs of the Claims Administrator; (c) paying any attorneys' fee award awarded by the Court up to \$275,000, as set forth below; and (d) paying any incentive award to the Named Plaintiffs awarded by the Court up to \$2,500 each, as set forth below. In no event shall Defendants be liable under this Settlement to pay any additional amounts. In this regard, Class Counsel represents that they know of no attorneys' liens related to the Action.

VII. COMMUNICATIONS WITH THE CLASS

82. The Class Notice shall list Class Counsel's addresses and telephone numbers. Communications relating to the Action or this Settlement with Persons receiving Class Notices and Settlement Class Members shall be handled through Class Counsel, and/or the Claims Administrator, as necessary. Nothing in this Agreement shall be construed to prevent Defendants, their employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of their business operations, from submitting notices or other documents relating to this Agreement directly to Settlement Class Members and/or from continuing to adjust and resolve pending or future claims, even if they otherwise fall within the scope of this Agreement, before this Agreement is finally approved.

83. Neither Defendants nor any of the Released Parties nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to effectuate any of the terms of this Agreement, and this provision shall be incorporated into the Final Judgment.

VIII. CLASS COUNSEL'S FEES AND COSTS AND CLASS REPRESENTATIVE FEES

84. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. Class Counsel intend to seek Court approval for a fee award not to exceed \$275,000, to be paid 5 days after the Effective Date. Defendants shall not oppose an attorneys' fee or cost request that does not exceed \$275,000. Under no circumstances will Defendants be obligated to pay any costs or sums in excess of \$282,500. The attorneys' fees and costs are separate from and not included in the payments to the Settlement Class and payments to the Named Plaintiffs, and are separate from and not included in the payments for class and claims administration. Class Counsel further agree that, to the extent a lesser amount of fees is awarded by the Court or any appellate court, it will not provide a basis for Class Counsel to terminate this Agreement. Class Counsel further agree that unless an award of a lesser amount of attorneys' fees is overturned on appeal, Class Counsel will accept any lesser amount of fees and costs which may be awarded.

85. Additionally, the Parties agree that Class Counsel will request a class representative award to the Named Plaintiffs in the amount of \$2,500, each, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by Defendants within 5 days of the Effective Date, which Defendants will not oppose. Under no circumstances will Defendants be required to pay any class representative award above this amount.

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

86. The Named Plaintiffs, Settlement Class Members and Defendants consent to the entry of a Final Judgment substantially in the form attached as Exhibit C, without material alteration.

87. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement are impaired in any material way, then Defendants shall have the option of terminating this Agreement and withdrawing their consent to the entry of the Final Judgment, in which case this

Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Defendants shall have 15 days from the event triggering their option to inform Class Counsel that they are exercising their option of terminating this Agreement.

88. If the Court does not finally approve the Settlement, all obligations of Defendants under this Agreement terminate, including but not limited to any obligation to pay attorneys' or Class Representative fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval, with the provisions set forth in Paragraph 83 above then becoming applicable. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Defendants that certification as a class is appropriate in any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of a class in this Action if the Settlement is not consummated.

89. In the event the number of Settlement Class Members who elect to opt out exceeds 5% of the unique Notices that are mailed, Defendants, in their sole discretion, may elect to terminate this Agreement on the ground that the exclusion of Class Members at that level threatens to frustrate Defendants' essential purpose in entering into this Agreement. Defendants' election to terminate under this Paragraph shall be made not later than 15 days after the end of the Opt-Out Period by notifying Class Counsel in writing of their election. In the event of a termination pursuant to this Paragraph, the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval, with the provisions in Paragraph 83 above becoming applicable.

X. FINAL APPROVAL OF SETTLEMENT

90. Class Counsel will file a motion seeking the Court's Final Judgment as to the Proposed Settlement at a final approval hearing to be held at a time, date, and location that will be stated in the Preliminary Approval Order and listed in the Class Notice. The Parties will request that the final approval

hearing be held at the earliest date that is at least 105 days after the Preliminary Approval Order that the Court is available to hear the matter, or as soon as possible thereafter. Class Counsel shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as Exhibit C, approving the Proposed Settlement without material alteration, and directing the Parties and their counsel to comply with and consummate the terms of this Agreement, as well as:

- a) Certifying the Settlement Class for settlement purposes only;
- b) Finding that Class Counsel and the Named Plaintiffs have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiffs and all members of the Settlement Class for the purpose of this Settlement only, and that the Court has subject matter jurisdiction to approve this Agreement and all Exhibits thereto;
- d) Finding that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and in compliance with due process and New Jersey law;
- e) Providing that each member of the Settlement Class who has not excluded him, her, or itself therefrom in accordance with the Court's prior orders shall be bound by the provisions of the Settlement, including the applicable Releases;
- f) Finding that the Class Notice implemented pursuant to this Settlement and approved by the Court was reasonable and the best practicable notice and satisfies the requirements of the New Jersey Rules of Civil Procedure, as well as all the requirements of due process under the New Jersey and United States Constitutions;
- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice and without leave to amend, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of the attorneys' fees and costs to Class Counsel and the class representative fees in conformity with the provisions of the Settlement; and

- i) Permanently barring and enjoining the Named Plaintiffs and each and every Settlement Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Parties;
- j) Finding that no liens have been or will be created by any of the Parties' conduct in connection with this Settlement; and
- k) Retaining jurisdiction to enforce the Agreement and Final Judgment.

XI. EFFECTIVE DATE

91. The "Effective Date" of this Agreement shall be the first date after which all the following events and conditions have been met or occurred:

- a) This Agreement has been fully executed by the Parties and/or their counsel;
- b) No Party has terminated the Agreement;
- c) Orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Agreement, and approving a form of notice and claim forms as provided in this Agreement;
- d) The Court has entered the Final Order and Judgment approving this Agreement and releasing all Released Parties from all Released Claims, and dismissing the Action with prejudice and without leave to amend, as provided in this Agreement, and retaining jurisdiction only for the purpose of enforcing the Agreement or Judgment;
- e) The Court has fully resolved any application made by Class Counsel for an Attorneys' Fee award and the class representative awards; and
- f) The Final Order and Judgment has become Final and is beyond any possible appeal.

XII. OBJECTIONS AND REQUESTS FOR EXCLUSION

92. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days before the Final Settlement Hearing, which shall be sent to the Claims Administrator at the address provided in the Class Notice. Written requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. No Settlement Class Member may effect an exclusion of a class of individuals or represent such a class.

93. The Claims Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties.

94. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed. The written notice of intent to object must be: (a) filed with the Clerk of the Court not later than 30 days before the Final Settlement Hearing; and (b) sent by first-class mail, postmarked no later than 30 days before the Final Settlement Hearing, to all Class Counsel, at the Addresses listed in Paragraph 7 above, and to Defendants' Counsel:

Steven M. Levy
DENTONS US LLP
233 S. Wacker Dr. Suite 5900
Chicago, IL 60606

95. Any Settlement Class Member who does not so request to object waives the right to do so in the future and shall be forever barred from making any objection to the Proposed Settlement or Final Judgment. Any Notice of Intent to Object must contain the following: (a) a heading which refers to the Action; (b) the name, address, telephone number and signature of the Settlement Class Member filing the objection; (c) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing; (f) a detailed description of any and all evidence the objector

may offer at the Settlement Approval Hearing, if the objector intends to speak at the hearing; and (g) documentary proof of membership in the Settlement Class. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents. The Notice of Intent to Object, to be effective, also must be submitted by the objector or a Legally Authorized Representative on an individual basis and not as part of a group, class or subclass.

XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

96. Defendants assert that the following constitutes highly confidential and proprietary business information of Defendants (the “Proprietary Information”): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by Defendants in effectuating the Proposed Settlement; (b) any electronic data processing and other record keeping procedures and materials that may be utilized by Defendants in identifying the Settlement Class Members and effectuating Defendants’ other obligations under this Agreement and/or the Settlement; and (c) all documents previously produced to Class Counsel by Defendants. The confidentiality of all Proprietary Information provided to Class Counsel by Defendants shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiffs in the Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 93 below.

97. No persons other than Defendants, Defendants’ counsel, and clerical/administrative personnel employed by Defendants or Defendants’ counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

98. Within 30 days after all of Defendants’ obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by Defendants to Class Counsel or anyone they employed or retained in the Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to Defendants’ counsel certifying their compliance with

this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

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

XIV. DISMISSAL OF ACTION AND RELEASES

100. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Judgment shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Action, and the effectiveness of the Release by the Releasing Parties of all Released Claims against all the Released Parties.

101. Upon the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties shall be held to have fully released, waived, relinquished and discharged, to the fullest extent possible by law, all the Released Parties from all the Released Claims.

102. Upon the Effective Date, the Releasing Parties, expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Parties asserting any of the Released Claims.

103. Notwithstanding the Court's entry of the Final Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Judgment, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Settlement Class Members, if necessary, and/or enforcing the litigation bar as to the Released Claims provided for by this Settlement.

XV. DENIAL OF LIABILITY

104. Were it not for this Settlement, Defendants would have vigorously contested each and every claim in the Action. Defendants maintain that they have consistently acted in accordance with governing laws at all times. Defendants vigorously deny all the material allegations set forth in the Action. Defendants nonetheless have concluded that it is in their best interests that the Action be settled on the terms and conditions set forth in this Agreement. Defendants reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendants to conduct their business unhampered by the distractions of continued litigation. The settlement of this matter by Defendants, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any lawsuits or any other proceedings against any of the Released Parties.

105. As a result of the foregoing, the Released Parties enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties.

106. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Parties, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of Defendants at their sole discretion.

107. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval

of this Agreement, shall be deemed an admission by Defendants that certification of a class or subclass is appropriate in any the Action or any other litigation, or otherwise shall preclude Defendants from opposing or asserting any argument they may have with respect to certification of any class(es) or subclass(es) in the Action or any other proceeding.

XVI. REPRESENTATION OF OPT OUTS.

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

XVII. APPOINTMENT OF NEUTRAL EVALUATOR.

109. The Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Settlement Class Members that submit a valid Claim Form. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

XVIII. DECEASED CLASS MEMBERS

110. Payment may be made, assuming sufficient proof of representative status, to a Legally Authorized Representative of a deceased Settlement Class Member's estate.

XIX. CLAIMS INVOLVING MINORS

111. If any minor is a Settlement Class Member, court approval of the final distribution to that Settlement Class Member, pursuant to the applicable rules, may be required.

XX. INCAPACITATED CLASS MEMBERS

112. Payment may be made, upon sufficient proof of representative status, to a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

XXI. TAX OBLIGATIONS

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

XXII. MISCELLANEOUS PROVISIONS

114. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Agreement or Final Judgment.

115. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of the Named Plaintiffs and the Settlement Class Members.

116. Except as otherwise provided, this Agreement contains the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

117. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties hereto. Non-material amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

118. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey.

119. The Exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated into and made a part of this Agreement.

120. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

121. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned counsel.

122. This Agreement may be executed in counterparts, each of which shall constitute an original.

123. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement and the Proposed Settlement embodied herein and maintain jurisdiction over all Settlement Class Members. Specifically, the Parties shall request that the Court retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any Releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Final Judgment until each and every act agreed to be performed by the Parties has been performed pursuant to this Agreement; and (d) other matters related to the foregoing.

124. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Agreement.

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

DATED this ___ day of October, 2025

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AND AGREED TO BY DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANTS, TRAVELERS COMPANIES INC., TRAVELERS INDEMNITY COMPANY AND ST. PAUL PROTECTIVE INSURANCE COMPANY

Dated: _____

By: _____

Steven M. Levy, Esq.
Dentons US LLP

APPROVED AND AGREED TO BY PLAINTIFFS' COUNSEL

Dated: _____

By: _____

James A. Barry, Esq.
DeNittis Osefchen Prince, P.C.

Dated: _____

By: _____

Michael A. Galpern, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Daniel E. Rosner, Esq.
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

Dated: _____

By: _____
Richard J. Albuquerque, Esq.
D'Arcy Johnson Day

Dated: _____

By: _____
James C. Shah, Esq.
Miller Shah, LLP

Dated: _____

By: _____
Marian I. Kelly, Esq.
Popjoy & Kelly, LLC

Dated: _____

By: _____
Michael W. Glaze, Esq.
Hoffman Dimuzio

Dated: _____

By: _____
John W. Trimble, Jr., Esq.
Trimble & Register

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

By: _____
Regina Thompson

Dated: _____

By: _____
Courtney Thorson

Dated: _____

By: _____
Michael J. Lucci, Jr.