

**IN THE DISTRICT COURT OF  
LANCASTER COUNTY, NEBRASKA**

**SHELLY BURKLUND**, on behalf of  
herself and all others similarly situated,

**Plaintiff,**

**vs.**

**FARM BUREAU PROPERTY &  
CASUALTY INSURANCE COMPANY,**

**Defendant.**

CASE NO. CI 23-2544

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between the Named Class Plaintiff, Shelly Burklund, on behalf of herself and on behalf of all others similarly situated (“Plaintiff”), and Defendant, Farm Bureau Property & Casualty Insurance Company (“Defendant” or “Farm Bureau,” as defined below), by and through their respective counsel.

**RECITALS**

WHEREAS, Plaintiff filed a Class Action Complaint, which is now pending in the District Court of Lancaster County, Nebraska (the “Court”), entitled *Burklund v. Farm Bureau Prop. & Cas. Ins Co.*, Case No. CI 23-2544 (the “Action”), which, through this Settlement, will be accepted as a certified class action, but for settlement purposes only, on behalf of the Settlement Class; and

WHEREAS, Plaintiff alleges she is or was an insured and first-party total loss claimant with respect to vehicles insured by a private passenger auto policy issued by Farm Bureau (the “Policy”); and

WHEREAS, Plaintiff alleges that vehicle sales taxes, and reasonably necessary regulatory costs must be paid in connection with a total loss settlement because, among other things, it is

allegedly inherently included within the actual cash value (“ACV”) of the vehicle, and that Farm Bureau failed to pay full Sales Tax and Regulatory Fees in connection with total loss valuations and payments in the State of Nebraska; and

WHEREAS, the Action alleges, generally, that Farm Bureau failed to pay the full ACV to Plaintiff and the putative class because the Total Loss Payments (as defined below) did not include Sales Tax and Regulatory Fees; and

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

WHEREAS, Plaintiff, 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 Action, and believes 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, Farm Bureau, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Agreement 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 asserted in the Action;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiff, the Settlement Class, and Farm Bureau 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. “Farm Bureau” means Farm Bureau Property and Casualty Insurance Company, and any of its past, present or future subsidiaries, controlled, affiliated, related and/or parent corporations, business entities or divisions, and/or any other successors, assigns or legal representatives thereof.
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, in the form attached as Exhibit A.
4. “Claims Deadline” means the last date for submitting a claim pursuant to this Settlement, which is 30 days after the Final Approval Hearing.

5. “Class Counsel” means:

LEVY CRAIG LAW FIRM  
Shane C. Mecham, Esq. NE #26529  
4520 Main Street, Suite 1600  
Kansas City, Missouri 64111  
Phone: (816) 474-8181  
FAX: (816) 382-6606  
Email: [smecham@levycraig.com](mailto:smecham@levycraig.com)

SHAMIS & GENTILE  
Andrew J. Shamis, Esq.  
Florida Bar Number: 101754  
14 NE 1st Avenue, Suite 705  
Miami, FL, 33132  
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EDELSBERG LAW, P.A.  
Adam Schwartzbaum, Esq.  
Florida Bar Number: 093014  
20900 NE 30th Avenue, Suite 417  
Aventura, FL, 33180  
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NORMAND PLLC  
Edmund A. Normand, Esq.  
Alex Couch, Esq.  
Florida Bar Number: 865590  
3165 McCrory Place, Ste. 175  
Orlando, FL 32803  
Phone: (407) 603-6031  
Email: ed@ednormandpllc.com  
alex.couch@normandpllc.com

6. “Class Notice” means the notice of the preliminarily approved settlement, to be sent to all Settlement Class Members. A copy of the proposed Class Notice will include:
- i. a postcard notice with a detachable claim form, pre-filled with the claimant’s information, with prepaid postage (in the form attached as Exhibit B);
  - ii. an Email Notice (in the form attached as Exhibit C) to be sent by email on three dates suggested by the Settlement Administrator; and
  - iii. a Long Form Notice (in the form attached as Exhibit D) to be posted on an informational settlement website and sent to Settlement Class members who so request.

7. “Class Period” means the period commencing July 26, 2018, through November 30, 2024.

8. “Court” means the District Court of Lancaster County, Nebraska.

9. “Covered Total Loss Claim” means any first-party private passenger auto property damage claim determined by Farm Bureau to be a Total Loss to an insured automobile that (a) occurred within the Class Period, (b) whose claims were adjusted by Farm Bureau as a total-loss claim, (c) was determined by Farm Bureau or by a court or arbitrator of competent jurisdiction to be covered by an Automobile Insurance Policy issued by Farm Bureau, and (d) resulted in a Total Loss Claim Payment.

10. “Effective Date” means the 10th day after the entry of the “Final Judgment” as defined herein, as long as no appeals are filed. If any appeals of such Final Judgment are filed the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

11. “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 E to this Agreement, without material alteration, except that Class Counsel may add substantive support and case law subject to the agreement of the parties, as further provided in Section X below.

12. “Final Approval 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 Nebraska Revised Statutes.

13. “Initial Notice Date” means the date upon which the Class Notice is first mailed to Class Members pursuant to this Agreement, as further described below.

14. “Insureds,” as used in the Settlement Class definition, will include all insureds with leased or owned vehicles.

15. “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.

16. “Named Plaintiff” means Shelly Burklund.

17. “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.

18. “Parties” means the Settlement Class Members, including the Named Plaintiff, and Farm Bureau.

19. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

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

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

22. “Regulatory Fees” means Nebraska’s motor vehicle tax, motor vehicle fee, local wheel tax, registration fee, plate fee, additional registration issuance fee, and title fee.

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

24. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest, arising from or relating in any way to Farm Bureau’s alleged failure to pay any Sales Tax or Regulatory Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Farm Bureau based on any legal theory whatsoever relating to payment of Sales Tax and Regulatory Fees to the fullest extent of the law and res judicata and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Farm Bureau failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Regulatory Fees.

25. “Released Persons” means Farm Bureau, as defined above, and any of its members, parents, subsidiaries, affiliates, managers, past, present or future officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors,

and/or any other successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.

26. “Releasing Parties” means the Named Plaintiff 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, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and/or future parent, subsidiaries and/or affiliated corporations, partnerships and/or other entities, and on behalf of any other Person or entity who or which could or might assert any claim under or through any of the foregoing.

27. “Sales Tax” means Nebraska state sales tax of 5.5% and local sales tax of up to 2.5% (based on the local rate in the Class member’s county).

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

29. “Settlement Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to mutually recommend Verita, a nationally recognized settlement administrator which has administered numerous similar settlements, to be the Settlement Administrator, which shall be supervised by Class Counsel.

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



31. “Settlement Class Members” means those Persons 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.

32. The “Settlement Class Member Claims” means any first-party private passenger auto physical damage claim under a Nebraska policy issued by Farm Bureau with a total loss during the period July 26, 2018 through November 30, 2024, that was adjusted by Farm Bureau as a total loss claim, that resulted in payment by Farm Bureau of a covered claim, which did not include Sales Tax or Regulatory Fees required by the policy and applicable law.

33. “Settlement Class Payment” means the payments to Settlement Class Members described in Section VI below.

34. “Total Loss Payment” means the payment issued by Farm Bureau on a Total Loss.

35. “Unknown Claims” means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to Vehicle Sales Tax to the full extent permitted by law and to the full extent of *res judicata* and/or claim preclusion protection.

## **II. THE SETTLEMENT CLASS**

36. The “Settlement Class” means Insureds under a motor-vehicle policy issued by Farm Bureau Property & Casualty Insurance Company (“Defendant”) with comprehensive and/or collision coverage who submitted a covered first-party physical damage claim under a Personal Auto Policy, and whose claim was adjusted as a total loss and resulted in a total-loss payment from Defendant, which did not include Sales Tax or Regulatory Fees (the “Settlement Class Members”). Excluded from the Settlement Class are (1) Farm Bureau, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of Farm Bureau, the Settlement Administrator, the Mediator, Class Counsel, and any Judge of this Court and the

Judge's staff and employees; (2) Individuals with claims for which Farm Bureau received a valid and executed release; (3) Individuals who are not on the Notice list and who did not submit a valid Claim Form or Electronic Claim Form for payment under this Settlement Agreement; (4) Individuals who request exclusion from the Class; and (5) Individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Settlement Agreement is filed.

### **III. PRELIMINARY CLASS CERTIFICATION**

37. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court 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 F.

38. 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 Neb. Rev. Stat. § 25-319; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Nebraska Rules of Civil Procedure and Due Process; and (iii) the terms of the Settlement are fair, reasonable and adequate. For purposes of the Settlement, the Named Plaintiff is agreed upon as a suitable Class Representative.

39. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representative and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Agreement is terminated pursuant to its terms, or a Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification. The Named Plaintiff and Class Counsel agree

that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by the Named Plaintiff, Class Counsel, or Farm Bureau in any other matter, whether or not related in any manner thereto, or by Farm Bureau that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude Farm Bureau from opposing or asserting any argument it may have with respect to the merits and/or certification of a class in this Action or any other matter.

40. 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.

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

41. The Settlement Administrator shall be Verita. The Settlement Administrator shall be supervised by Class Counsel. The Settlement Administrator shall use Best Practices in providing Notice. The duties of the Settlement Administrator shall include, but are not limited to (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 Farm Bureau for payment or challenge 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 Settlement Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (ix) establish and maintain a settlement website and toll-free telephone

number at which Settlement Class members may leave a message with questions, to which the Settlement Administrator will respond within two business days. The Settlement Administrator shall be paid by Farm Bureau for services rendered pursuant to this Agreement. Notice and Administration costs shall be paid separately by Defendant and not out of the Settlement Fund.

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

43. Within 15 days after the entry of the Preliminary Approval Order, Farm Bureau shall make a reasonable search of its computer/electronic databases and provide the Settlement Administrator with the name and current or last-known address and email address of each potential Settlement Class Member and the date of loss.

44. Settlement Class members for whom Defendant maintains physical addresses and Email addresses shall be sent both Mailed Notice and Email Notice.

45. Within 30 days of the entry of the Preliminary Approval Order, the Settlement Administrator shall initiate mailing and emailing of the postcard Class Notice and Claim Form, which will be in the form set forth in Exhibit A (Claim Form), Exhibit B (Postcard Notice), and Exhibit C (Email Notice) for each Settlement Class Member Claim (if a Settlement Class Member has more than one claim, the Settlement Class Member will receive a Claim Form for each claim showing the date of loss) to each potential Settlement Class Member. The Claim Form will be detachable and return-addressed and shall be affixed with prepaid postage sufficient to mail back to the Settlement Administrator. The Claim Form shall be pre-filled in the manner and method shown in the agreed Class Notice, and will require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim Form is true and correct. 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 Farm Bureau or otherwise.

46. Prior to mailing the Notice which must be mailed, the Settlement 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.

47. Prior to Email Notice, a skip trace for current email addresses shall be performed for the most current email address and the email address of record.

48. The Email Class Notices shall have a hyperlink to an informational website, which provides access to a “Make A Claim” button permitting a Class Member to access a pre-filled electronic Claim Form in the form attached hereto. The parties agree that the website and domain name will be mutually agreed in writing by the parties.

49. If any e-mail is rejected, returned as undelivered, or the Settlement Administrator otherwise receives notice of a failure to transmit, the Settlement Administrator will send a second postcard Mail Notice to the Settlement Class Member.

50. The Settlement Administrator shall utilize best practices designed to avoid spam filters, blockers, or any tool designed to prevent receipt of e-mails, and to otherwise design and implement the sending of the e-mail to increase the chance that the E-Mail Notice will be successfully received into the inbox of Settlement Class Members. All E-Mail Notices must include the capability to click-through to the website to make a claim.

51. At a date and time recommended by the Settlement Administrator, a second email and postcard notice will be sent to each Settlement Class Member.

52. At a date and time recommended by the Settlement Administrator, a third and final email notice will be sent to each Settlement Class Member as a reminder, which will have the same format as Exhibit C except that it will not include a link to the claim form.

53. Prior to the Class Notice mailing and emailing, the Settlement Administrator will create an informational website. The website will provide the Settlement Agreement, Mail Notice, Longform Notice, Claim Form, Preliminary Approval Order, and frequently asked questions.

54. The home page of the website shall reflect the case settlement and shall have a “Make A Claim” button permitting a Class Member to access a pre-filled Electronic Claim Form by providing a Claimant ID Number and a unique PIN number, with a method to submit the Electronic Claim Form online with an electronic signature, and a method to request that another copy of the paper Claim Form be mailed or emailed to the Settlement Class Member.

55. The website shall provide that a Settlement Class Member may submit a Claim Form without a Claimant ID Number by completing online a Blank Claim Form by entering the Settlement Class Member name, policy number or claim number, and address, and by signing and submitting the Blank Claim Form electronically. A copy of the proposed Blank Claim Form is attached hereto as Exhibit A.

56. If any Notice and/or Claim Form mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Farm Bureau and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. For the remaining returned mailings, the Settlement Administrator will use reasonable efforts, including potentially 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.

57. The Parties agree that a Longform Notice, without material alteration from Exhibit D, shall be posted to the website, and will be available upon request to Settlement Class Members.

58. The Notice and Claim Form will also be made available to all potential Settlement Class Members by request to the Settlement Administrator, who shall send via first-class U.S. mail any of these documents as requested by any potential Settlement Class Member. If a Claimant ID Number is not available to the Settlement Administrator for the potential Settlement Class Member, the Settlement Administrator shall provide a Blank Claim Form to the requester with instruction that the Blank Claim Form must be mailed to the Settlement Administrator postmarked by the Claims Submission Deadline with the Settlement Class Member name, policy number or claim number, address, and signature.

59. The Settlement Administrator shall retain a record of all such Class Notice procedures and provide periodic updates to the Parties during the Class Notice period.

60. The Settlement Administrator shall maintain a toll-free telephone system containing recorded answers to frequently asked questions and information with respect to how a Class Member may receive further assistance, along with an option permitting callers to punch request to reach a live operator. The recorded answers to frequently asked questions are to be agreed to by the Parties. The live operator(s) staffing the call center shall be able to answer

Settlement Class Members' questions using an agreed upon script and further take name, address, and/or other relevant information to send out Class Notices.

61. The Settlement 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 Settlement 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.

62. Neither Farm Bureau, nor Plaintiff, nor any of the Released Persons, nor any of the Releasing Parties, nor any of their counsel, including Class Counsel, shall be liable for any act, or failure to act, of the Settlement Administrator.

#### **V. CLAIMS PROCEDURE**

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

64. Settlement Class Members 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 prior to the Final Approval Hearing.

65. To receive payment, a Settlement Class Member must submit a fully completed and signed Claim Form, postmarked or submitted online no later than the Claim Deadline, as listed in the Class Notice. The Claim Form will require only that the claimant confirm he/she is the policyholder or otherwise entitled to payment.

66. The Settlement 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 14 days from the date the notification is mailed, or until the Claim Deadline, whichever is longer, to submit the requested information. If a deficiency notice is sent and no cure is made the Settlement Class Member's claim will be denied.

67. The Settlement Administrator may deny claims not in compliance with the settlement agreement including the filing of duplicative Claim Forms or failure to fully complete the Claim Form.

68. The Settlement Administrator shall deny payment for Class Members for whom full Sales Tax and/or Regulatory Fees were already paid by Defendant, or who are otherwise ineligible for a payment due to the existence of a prior release of such claims.

69. Any disputes as to the validity of a claim or payment shall be informally resolved with the Settlement Administrator and the Parties. If the informal process does not result in resolution of the right to payment, a neutral arbitrator shall be appointed to resolve the dispute. The costs of dispute resolution shall be borne by the Defendant.

70. Settlement Class Payments shall be made on valid claims by check (in accordance with standard claims administration procedures) issued within 90 days after the Effective Date.

71. Checks shall be valid for 180 days. If, within 30 days of the void date, the claimant requests another check be issued, it shall be reissued. After that date, all uncashed checks will be void, and payment shall revert to Defendant.

## **VI. CALCULATION OF PAYMENT AND ALLSTATE'S MONETARY AND NON-MONETARY OBLIGATIONS UNDER THE SETTLEMENT.**

72. The calculation and implementation of payments contemplated by this section shall be done by Class Counsel and Farm Bureau for the purpose of compensating Settlement Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly,

and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations.

73. The Parties have agreed that Farm Bureau shall pay Settlement Class Members 100% of Sales Tax and 100% of the Regulatory Fees to purchase a comparable motor vehicle to class members who timely submit a valid claim.

74. Insureds, as used in the Settlement Class definition, will include all insureds with leased or owned vehicles in the Settlement Class.

75. The Parties estimate the value of Class members' damages to be \$4,200,000.00 in the aggregate.

76. As soon as practicable, but no later than 60 days from the Effective Date, Farm Bureau shall send the Settlement Fund to the Settlement Administrator necessary to pay the full amount of the claims made by Class Members.

77. All Settlement Class Members who submit completed Claim Forms by the Claims Deadline will be entitled, if the criteria set forth in Paragraph 64 above are met, to a payment and shall automatically receive their payment by check issued by the Settlement Administrator within 90 calendar days after the Effective Date.

78. In the event of any complications arising in connection with the issuance or cashing of a check or electronic payment, other than the Settlement Class Member's failure to timely deposit or cash the check, the Settlement Administrator shall provide written notice to Class Counsel and Farm Bureau's Counsel. Absent specific instructions from Class Counsel and Farm Bureau's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the Settlement Class Member entitled to the Settlement Class Member Payment.

79. For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose checks were returned (such as by running addresses of returned checks through the NCOA database to effectuate delivery of such checks). For any such recipients for whom updated addresses are found, the Settlement Administrator shall make a single additional attempt to re-mail or re-issue a Settlement Class Member Payment to the updated address.

80. To be potentially eligible for the Settlement Class Payment, a Settlement Class Member must have: (a) received a Total Loss Payment; and (b) submitted a timely and signed Claim Form.

81. The Parties acknowledge and agree that this Agreement does not and shall not constitute an admission by Farm Bureau that its payment or nonpayment of Sales Tax and Regulatory Fees on any individual claim or on any of the Settlement Class Members' claims was incorrect or improper.

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

83. The Settlement and Release contained therein shall be effective upon the finality of the Settlement, except that claims for non-payment of amounts due under this Settlement Agreement are not released until payments are made.

84. Farm Bureau's liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to Eligible Settlement Class Members; (b) paying the costs of Class Notice and settlement administration, including the fees and costs of the Settlement Administrator; (c) paying any attorneys' fee and costs award awarded by the Court up to \$1,260,000.00 in fees, plus costs up to \$25,000, as set forth below; and (d) and paying any Class Representative award to

the Named Plaintiff awarded by the Court \$7,500.00, as set forth below. In no event shall Farm Bureau be liable under this Settlement to pay any additional amounts than those set forth above.

85. Non-Monetary Consideration: As part of the Settlement, the next business day following the signing of the Settlement Agreement:

A. Defendant will agree to pay applicable Sales Tax and Regulatory Fees on total loss vehicles at the time of loss based on the Adjusted Vehicle Value of the vehicle on owner-retained total loss vehicles. Defendant will agree to pay regulatory fees on total loss vehicles at the time of loss based on the adjusted vehicle value of the vehicle on company retained total loss vehicles.

B. Defendant reserves the right to change its practices in the event of a change in applicable law, or appropriate changes in the terms of the applicable insurance policies.

## **VII. COMMUNICATIONS WITH THE CLASS**

86. The Class Notice shall list Class Counsel's address and telephone number. 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 Settlement Administrator, as necessary. Nothing in this Agreement shall be construed to prevent Farm Bureau, its employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of its 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.

87. Neither Farm Bureau 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**

88. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. The Parties recognize that Class Counsel are entitled to seek an award of attorneys' fees and expenses for the work performed and the results obtained for the Class in the Action. Class Counsel intends to seek Court approval for a fee award not to exceed \$1,260,000.00, plus costs up to \$25,000, with the approved amount to be paid at the Effective Date. Farm Bureau shall not oppose, either directly or indirectly, an attorneys' fee request that does not exceed this amount. Under no circumstances will Farm Bureau be obligated to pay any costs or sums in excess of \$1,260,000.00 for attorneys' fees, plus costs up to \$25,000. The attorneys' fees and costs are separate from and not included in the payments to the Settlement Class and payments to the Class Representative, 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 the lesser amount of fees and costs.

89. Additionally, the Parties agree that Class Counsel will request a Class Representative Service Award to the Named Plaintiff in the amount of \$7,500.00, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by Farm Bureau at the Effective Date, which Farm Bureau will not oppose.

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

90. The Named Plaintiff, Settlement Class Members and Farm Bureau consent to the entry of a Final Judgment substantially in the form attached as Exhibit E, without material alteration to the terms, with the understanding that the parties may include additional case law to support a final approval of the Settlement Agreement.

91. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then Farm Bureau shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Farm Bureau shall have 10 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.

92. If the Court does not finally approve the Settlement, all obligations of Farm Bureau under this Agreement terminate, including but not limited to any obligation to pay attorneys' fees, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Additionally, the Parties agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Farm Bureau that certification as a class is appropriate in any other litigation, or otherwise shall preclude Farm Bureau from opposing or asserting any argument

it may have with respect to certification of a class in this Action if the Settlement is not consummated.

#### **X. FINAL APPROVAL OF SETTLEMENT**

93. 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 ninety (90) 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 E, except for any substantive support or case law added by Class Counsel with the agreement of Counsel for Defendant, 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;
- b) Finding that Class Counsel and the Named Plaintiff have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiff and all members of the Settlement Class for the purpose of this Settlement only, and that the Court has subject matter jurisdiction to approve the 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 Nebraska 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 Nebraska Revised Statutes, as well as all the requirements of due process under the Nebraska Constitution;
- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice, 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 Fee to the Named Plaintiff, in conformity with the provisions of the Settlement;
- i) Confirming that Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any opt out or any form of opt out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel will not violate this provision; and
- j) Permanently barring and enjoining the Named Plaintiff and each and every Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either



directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State statutory or common law, any Released Claim against any Released Person; and

k) Retaining jurisdiction to enforce the Agreement and Final Judgment.

## **XI. EFFECTIVE DATE**

94. The “Effective Date” of this Agreement means the 10<sup>th</sup> day after the entry of the “Final Judgment” as defined herein, as long as no appeals are filed. If any appeals of such Final Judgment are filed the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

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

95. 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 prior to the Final Approval Hearing. 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.

96. The Settlement 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.

97. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed Settlement, or intervene in the Action for the purpose of contesting the Proposed Settlement. The written notice of intent to object and/or intervene must be: (a) filed with the Clerk of the Court not later than 30 days prior to the Final Approval Hearing; and (b) sent by first-class mail, postmarked not later than 30 days before the date set for the Final Approval Hearing, to Class Counsel:

Edmund A Normand., Esq  
NORMAND, PLLC  
3165 McCrory Place, Ste. 175  
Orlando, FL 32803.

And to Farm Bureau's Counsel:

Gary J. Nedved  
P.O. Box 82248  
Lincoln, NE 68501-2248

98. Any Settlement Class Member who does not so request to object or intervene waives the right to do so in the future, and shall be forever barred from intervening or making any objection to the Proposed Settlement or Final Judgment. Any Notice of Intent to Object or Intervene must contain the following: (a) the name of the Action; (b) the objector's full name, address and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any); (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). The Parties must file any briefs in response to any objection on or before 10 days prior to the date of the Final Approval Hearing. Class Counsel and/or Farm Bureau may conduct limited discovery on any objector consistent with the Nebraska Revised Statutes if approved by the Court upon a showing

of good cause. Any Settlement Class Member who does not make his or her objections in the manner and by the Objection Deadline shall be deemed to have waived any objection(s) and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. However, the Court can, at its discretion, consider noncompliant objections if the Court finds the noncompliance was immaterial.

### **XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION**

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

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

101. Within 30 days after all of Farm Bureau’s obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiff in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by

Farm Bureau to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. 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.

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

#### **XIV. DISMISSAL OF ACTION AND RELEASES**

103. 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, including the Named Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, of all Released Claims against the Released Persons.

104. Upon the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties, including the Named Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, shall be held to have fully released, waived, relinquished and discharged, to the fullest extent possible by law, the Released Persons from all the Released Claims.

105. Upon the Effective Date, the Releasing Parties, including the Named Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, 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 Persons asserting any of the Released Claims.

106. 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**

107. Were it not for this Settlement, Farm Bureau would have vigorously contested each and every claim in the Action. Farm Bureau maintains that it has consistently acted in accordance with governing laws at all times. Farm Bureau vigorously denies all the material allegations set forth in the Action. Farm Bureau nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Agreement. Farm Bureau 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 Farm Bureau to conduct its business unhampered by the distractions of continued litigation. The settlement of this matter by Farm Bureau, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Persons.

108. As a result of the foregoing, the Released Persons 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 Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons.

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

110. 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 Farm Bureau that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Farm Bureau from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding. Nor may this Agreement be construed in any fashion as precedent for any matter similar to the instant one, or used as evidence of any kind, by any person or entity, in any action or proceeding against the Released Parties, as this Agreement has been entered into based on the particular facts of this matter alone.

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

111. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or

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

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

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

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

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

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

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

Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

## **XX. MISCELLANEOUS PROVISIONS**

115. The proposed Preliminary Schedule for class administration deadlines is attached as Exhibit G.

116. 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.

117. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.

118. 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.

119. 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.

120. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Nebraska.



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

122. 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.

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

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

125. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any enforcement, 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.

126. 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. This Agreement shall be deemed to have been drafted by all the Parties hereto and their counsel.

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

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

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

For Plaintiff:

By: Shelly Burklund  
Shelly Burklund (Nov 14, 2024 10:56 CST)  
Shelly Burklund  
Plaintiff

Shelly Burklund  
Name  
Witness

EDELSBERG LAW

By: \_\_\_\_\_  
Adam Schwartzbaum

NORMAND PLLC

By: \_\_\_\_\_  
Edmund A. Normand

SHAMIS & GENTILE, PA

By: \_\_\_\_\_  
Andrew Shamis

*Attorneys for Named Plaintiff  
and the Settlement Class*

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 14<sup>th</sup> day of November, 2024

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

For Plaintiff:

By: \_\_\_\_\_  
Shelly Burklund  
Plaintiff

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

EDELSBERG LAW

By: *Adam Schwartzbaum*  
Adam Schwartzbaum

Nov 14, 2024

NORMAND PLLC

By: *Ed Normand*  
Ed Normand (Nov 14, 2024 10:45 EST)  
Edmund A. Normand

Nov 14, 2024

SHAMIS & GENTILE, PA

By: *Andrew Shamis*  
Andrew Shamis

Nov 14, 2024

*Attorneys for Named Plaintiff  
and the Settlement Class*

For Defendant:

By: *Gary J. Nedved*  
Gary J. Nedved [Nov 14, 2024 09:14 CST]  
Gary J. Nedved  
For Farm Bureau

Nov 14, 2024

*Attorney for Defendant*

**APPROVED AS TO FORM AND SUBSTANCE**

