

determine that the proposed class settlement in this case is in the best interests of its policyholders. State Farm, accordingly, supports this proposed class settlement and requests the Court's preliminary approval of the settlement.

DISCUSSION

I. The Proposed Class Settlement is Fair, Reasonable and Adequate in View of the Strength of State Farm's Defenses to the Asserted Claims.

State Farm submits that the terms of the proposed settlement are exceedingly fair, reasonable and adequate for the class, especially in view of its very strong factual and legal defenses to Plaintiffs' claims. Among other things, in the absence of a settlement, State Farm believes that the evidence at trial would establish that: i) the challenged briefs that it filed in the *Avery* case were truthful and accurate; ii) State Farm made no contributions to Justice Karameier's election efforts of either a direct or indirect nature; iii) there was no reason for Justice Karameier to recuse himself from the Illinois Supreme Court's decision in the *Avery* case, which decision was correctly decided; and iv) Justice Karameier's participation in *Avery* made no difference to the Illinois Supreme Court's reversal of the *Avery* judgment.

In addition, State Farm believes that it has strong legal defenses that would have enabled State Farm to prevail upon appeal, including among others, *Rooker Feldman*, *res judicata*, collateral estoppel, statute of limitations, *Noerr-Pennington*, and Plaintiffs' inability to meet myriad elements of their asserted RICO claims. These legal defenses have been set out in the briefs that State Farm filed in support of its motion to dismiss [21], motion for reconsideration [71], and motions for summary judgment [646, 827].

Finally, the proposed class settlement also is fair, reasonable and adequate because it avoids the manageability challenges that a class trial would have otherwise brought in the event of an appeal after trial. In a litigation class context, Defendants have a Seventh Amendment and due

process right to litigate individual issues of causation, injury and damages. *See, e.g., Broussard v. Meineke Discount Muffler Shops, Inc.*, 155 F.3d 331, 343, 345 (4th Cir. 1998); *McLaughlin v. Am. Tobacco Co.*, 522 F.3d 215, 231-32 (2d Cir. 2008); *Cimino v. Raymark Indus., Inc.*, 151 F3d 297, 311-22 (5th Cir. 1998). However, a class settlement will eliminate the manageability issues presented by such individualized litigation proofs as the settlement would provide for stipulated per capita distribution of the settlement fund to class members.

CONCLUSION

For all the foregoing reasons, State Farm respectfully requests that the Court preliminarily approve the proposed class settlement in the form agreed to by the Parties, as attached to Plaintiffs' motion for preliminary approval.

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant State Farm Mutual Automobile Insurance Company's Separate Submission in Support of Preliminary Approval of Proposed Class Settlement was served upon all counsel of record on September 4, 2018 via the Court's CM/ECF system.

Dated: September 4, 2018

/s/ Ronald S. Safer