IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated,

Plaintiffs

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD,

Defendants.

Case No. 3:12-cv-00660-DRH-SCW

Judge David R. Herndon

Magistrate Judge Stephen C. Williams

PLAINTIFFS' REPLY IN SUPPORT OF MOTIONS FOR FINAL APPROVAL OF SETTLEMENT AND FOR ATTORNEYS' FEES AND COSTS

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page

Cases

TABLE OF AUTHORITIES
(continued)

Page

TABLE OF AUTHORITIES
(continued)

Page

TABLE OF AUTHORITIES
(continued)

INTRODUCTION

After almost seven years of hard-fought litigation, and after trial had begun, Plaintiffs secured a $250 million non-reversionary cash settlement for the Class. The Court preliminarily approved the Settlement on September 4, 2018, after which a combination of direct and publication notice of the Settlement and Class Counsel's fee request was issued to an estimated 4.7 million Class members. Remarkably, despite the extent of the notice, including individual notice to approximately 1.43 million class members, only *one person* has voiced any opposition. This extraordinarily positive response to the Notice Program speaks volumes and is strong evidence in support of both the Settlement and Class Counsel's requested attorneys' fees.

The lone objector, moreover, may not even be a Class member. The initial Claim Form that she submitted under oath states unequivocally that she is not, and she has steadfastly refused to comply with this Court's Orders. If she is not a Class member, or if she does not fully comply with this Court's Orders, then her objection should be stricken. Regardless, she raises no persuasive arguments to undermine Plaintiffs' and Class Counsel's motions. The Settlement easily meets all requirements for final settlement approval, especially in light of the substantial relief it secures for the Class. Class Counsel's requested fees are also justified and reflect a reasonable estimate of the market price for their services given the enormous risk they undertook when they filed the complaint, the results they achieved, and the stage at which the case finally resolved. Plaintiffs therefore request that the Court strike the objection, grant final approval to the Settlement, and approve Class Counsel's requested fees and costs.

ARGUMENT

I. The Settlement Is Fair, Reasonable, and Adequate.

The Court's core task is to determine whether the proposed Settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In this Circuit, that determination requires analysis of a number of factors, including: (1) the strength of the plaintiff's case compared to the terms of the settlement; (2) the complexity, length, and expense of continued litigation; (3) the amount of opposition to the settlement; (4) the presence of collusion in gaining a settlement; and

(5) the stage of the proceedings and the amount of discovery completed. *See, e.g.*, *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006); *Gen. Elec. Capital Corp. v. Lease Resolution Corp.*, 128 F.3d 1074, 1082 (7th Cir. 1997). The newly amended Rule 23 requires analysis of a similar set of factors, including whether:

> (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). As set forth below, each of these factors favors approval of the Settlement, and indeed, most of them are not even contested.

A. <u>The Class was well represented.</u>

When the Court certified the litigation Class—which is identical to the Settlement Class—the Court concluded that both the Class Representatives and Class Counsel were adequate. [556] at 15-18. This remains true. The Class Representatives have "no conflicts of interest" (*id.* at 16) and have invested significant time and resources in this litigation for more than six years ([954-4] ¶ 11). Class Counsel have "extensive experience in prosecuting RICO claims, class actions, and various complex cases" ([556] at 17) and have litigated this case intensively, and successfully, for almost seven years ([954] at 5-6). For what it is worth, the objector agrees, calling "Hausfeld LLP and Lieff Cabraser . . . class action powerhouses," acknowledging that "Much Shelist and Clifford Law Offices . . . are well-known Chicago mainstays," and labeling Dean Erwin Chemerinsky "one of the foremost and preeminent legal scholars of our time." [961] at 16. Adequacy is uncontested and favors approval.

B. <u>The Settlement was negotiated at arm's length without a hint of collusion.</u>

There was no collusion. The settlement negotiations were conducted at arm's length and overseen by two experienced, Court-appointed mediators, and at the very late stages, by the Court itself. After considering the extensive record, the Court previously found that "the

Settlement Agreement has been negotiated in good faith at arms' length between experienced attorneys familiar with the legal and factual issues of this case, and overseen by experienced and Court-appointed mediators." [942] at 2; *cf.* [954-3] (Rubenstein) ¶ 37(e) ("There is here not a hint of collusion – this case has been nothing but adversarial since its inception and proceeded all the way to trial before settling. There is, therefore, no evidence whatsoever of class counsel selling out the class's interest."). This conclusion is well-grounded, and no objector offers any reason to disturb it. This factor, therefore, strongly favors final approval. *See Great Neck Capital Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002) (citation omitted) ("A strong presumption of fairness attaches to a settlement agreement when it is the result of this type of [arm's length] negotiation.").

C. <u>The Settlement treats Class members fairly and proposes an efficient plan of distribution.</u>

All Class members are treated equally under the proposed Settlement. Because their interests in the *Avery* judgment were "undivided" when they were lost ([846] at 16-17), each Class member's damages were "identical" ([556] at 21). The proposed Settlement therefore entitles each Class member to an equal, pro-rata share of the Settlement fund. [941] § A(l). These funds, moreover, will be distributed *automatically* to the approximately 1.43 million Class members whose contact information is known, and the remaining Class members have only to submit a simple claim form attesting to their Class membership. The Settlement treats Class members fairly and proposes an efficient method for distributing their compensation.

D. <u>The parties had completed all discovery and begun trial when they settled.</u>

The Settlement was reached only after trial began and after almost seven years of "extraordinarily protracted and complex" pre-trial proceedings (Sept. 4, 2018 Hr'g Tr. at 6:8-10), including extensive document review, dozens of depositions, dozens of discovery hearings, and approximately 100 contested motions ([954-4] Exs. A-C). The fact that this case went to trial is extremely uncommon. *See* [954-2] ¶ 20 (only 1.3% of class actions go to trial). Thus, as the Court concluded, "the extent of [both the Court's and Class Counsel's] knowledge" about the

case "is likely as close to complete as one could ever achieve in a piece of litigation, short of knowing what the jury would do." Sept. 4, 2018 Hr'g Tr. at 5:25-6:5; *see also Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 325 (7th Cir. 1980) ("The stage of the proceedings at which settlement is reached is important because it indicates how fully the district court and counsel are able to evaluate the merits of plaintiffs' claims."). Class Counsel, moreover, strongly endorse the proposed Settlement based on their significant experience and intimate knowledge of the case. *See Gautreaux v. Pierce*, 690 F.2d 616, 634 (7th Cir. 1982) (courts may "rely heavily on the opinion of competent counsel"); *In re Mexico Money Transfer Litig. (W. Union & Valuta)*, 164 F. Supp. 2d 1002, 1032 (N.D. Ill. 2000), *aff'd sub nom. In re Mexico Money Transfer Litig.*, 267 F.3d 743 (7th Cir. 2001), *cert. denied sub nom. Garcia v. W. Union Fin. Servs., Inc.*, 535 U.S. 1020 (2002) (placing "significant weight on the unanimously strong endorsement of these settlements" by "well-respected attorneys"). These factors unquestionably support final approval.

E. The Class overwhelmingly supports the settlement.

The Settlement class includes approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Declaration of Cameron R. Azari ("Epiq Decl.") ¶¶ 26, 41.[1] CAFA Notice was also properly issued to the attorneys general and insurance commissioners of all 50 states. *See id.* ¶ 17, Attachment 1. Of those millions of Class members and more than a hundred senior government officials, only *one person* (Lisa Marlow) objected—and as discussed below, she may not be a member of the Class. Even if she were, this lone voice of opposition would represent a mere 0.00002% of the Class. Adding the 471 people who previously opted out after the Class was initially certified, the percentage of the Class that has expressed any disapproval of the litigation or settlement is 0.001%. [935] ¶ 6. This remarkably low level of opposition is "strong circumstantial evidence in favor of the settlement,"

[1] As the Epiq Declaration confirms, the previously-approved notice program was fully implemented and complies with Due Process and Rule 23(c)(2).

especially considering that well over one million class members received individual, direct notice. *See, e.g., Mexico Money Transfer*, 164 F. Supp. 2d at 1021 (the fact that more than "99.9% of class members have neither opted out nor filed objections . . . is strong circumstantial evidence in favor of the settlement").[2] For all the reasons set forth below, moreover, the lone objection raises no compelling arguments against final settlement approval.

F. The Settlement secures substantial benefits for the Class, especially given the significant "costs, risks, and delay of trial and appeal."

As this Court observed, it is "completely, fully, and thoroughly familiar with" the detailed history of this litigation and "singularly suited to make . . . findings" about the proposed Settlement. Sept. 4, 2018, Hr'g Tr. at 5:8-9, 16-17. With that background, having closely overseen the case from the motion to dismiss to jury selection, the Court found that "the complexity, length, and expense of this case favors a settlement such as the one proposed here today." *Id.* at 15-18. The Court also analyzed the risks ahead, and noted that the Plaintiffs faced

[2] *See also Camp Drug Store, Inc. v. Cochran Wholesale Pharm., Inc.*, No. 16-CV-488-SMY-RJD, 2017 WL 5724208, at *2 (S.D. Ill. Apr. 26, 2017) ("The lack of opposition from any settlement class member also militates in favor of settlement."), *aff'd*, 897 F.3d 825 (7th Cir. 2018); *Kleen Prods. LLC v. Int'l Paper Co.*, No. 1:10-CV-05711, 2017 WL 5247928, at *3 (N.D. Ill. Oct. 17, 2017) (one objector out of 158,500 class members "attests to" the "fairness" of the settlement); *In re Sw. Airlines Voucher Litig.*, No. 11 C 8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) (concluding that objections and opt outs "amount[ing] to less than 0.01%" is a "low level of opposition [that] supports the . . . settlement"), *aff'd as modified*, 799 F.3d 701 (7th Cir. 2015); *In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 964-65 (N.D. Ill. 2011) (concluding that 10 objections and "less than 0.01%" of opt outs was "a remarkably low level of opposition [that] supports the Settlement"); *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1313-14 (3d Cir. 1993) ("Less than 30 of approximately 1.1 million shareholders objected. This is an infinitesimal number" that "does not favor derailing settlement."); *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (where 29 of 281 (10.3%) class members objected, finding that the "response of the class members, both in numbers and in rationale, strongly favors settlement"); *Van Lith v. iHeartMedia + Entm't, Inc.*, No. 1:16-CV-00066-SKO, 2017 WL 4340337, at *14 (E.D. Cal. Sept. 29, 2017) ("Indeed, '[i]t is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class action settlement are favorable to the class members.'") (citation omitted); *Office & Prof'l Emps. Int'l Union v. Int'l Union, United Auto., Aerospace & Agric. Implement Workers of Am.*, 311 F.R.D. 447, 458 (E.D. Mich. 2015) (objection from "[o]nly one class member" is "extremely minimal level of opposition" and "is an indication of [the] settlement's fairness") (citations omitted); *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").

"a significant question regarding *Rooker-Feldman*" and "difficult issues having to do with *Noerr-Pennington*, perhaps res judicata, and a fact-based statute of limitations." *Id.* at 6:25-7:3. Thus, the Court concluded, the "strength of the plaintiffs' case compared to the terms of the settlement ***heavily favor the settlement***." *Id.* at 7:7-9 (emphasis added). Plaintiffs agree, as detailed in their motion for final Settlement approval. [953] at 7-10.

Marlow—who has no experience with this litigation—is nevertheless "incredulous[]" that "Rooker-Feldman, res judicata, collateral estoppel, the statute of limitations and Noerr-Pennington" posed any risk and denies even the "possibility Defendants might prevail on appeal." [961] at 7. This is true, she claims, because all of these issues "made their way to the Seventh Circuit, . . . and on each occasion, Plaintiffs were the victors." *Id.*

This argument betrays Marlow's (and her counsel's) unfamiliarity with this case and misunderstanding of the rules of federal and appellate procedure. To begin, the statute of limitations issue was not decided conclusively in Plaintiffs' favor; rather, the Court decided merely that Plaintiffs had raised "questions of material fact" sufficient to bring the issues to the jury. *See* [846] at 20-22. Had the jury found against Plaintiffs on this issue—or, for example, the heavily contested causation element under RICO, among many other disputed matters—Plaintiffs would have come away with nothing.

Even if Plaintiffs had prevailed at trial, they would have faced inevitable appeals, and all the risks associated with them. For, contrary to Marlow's suggestion, the Seventh Circuit did *not* rule definitively on any issue either. The mandamus petition, for example, was reviewed under a "manifest error" standard, *see United States v. Lapi*, 458 F.3d 555, 560-61 (7th Cir. 2006), and the Seventh Circuit explicitly reserved the right to "review" State Farm's contentions "on appeal from a final decision." [175]. The same is true for the discretionary Rule 23(f) petitions, and, as noted in Plaintiffs' motion, one Seventh Circuit judge dissented from the decision denying leave to appeal, which suggested that she may have voted to dismiss the case entirely for lack of jurisdiction. *In re: State Farm Auto. Ins. Co.*, No. 16-8020, Dkt. 38 (7th Cir. Dec. 8, 2016). None of this is to say that Plaintiffs' many victories in the trial court and on appeal were not important

or impressive. They were both. But, as the Court observed, the road ahead remained extremely risky and, regardless of the outcome, would have resulted in potentially years of additional delay.

Still, Marlow argues that the Settlement is too cheap because, according to her, "the jury (or the Court)" had "few, if any, alternatives but to award" over $7 billion, including interest and trebled damages. [961] at 5-6. Again, this cavalier and superficial gloss misses a lot. For starters, "in determining a settlement value, the potential for treble damages should not be taken into account." *Carnegie v. Household Int'l, Inc.*, 445 F. Supp. 2d 1032, 1035 (N.D. Ill. 2006).[3] This alone undermines Marlow's supposition.

Furthermore, while Marlow treats the availability (and amount) of "post-judgment" interest as a given ([961] at 5-6), it was anything but. Marlow supports her argument by relying on the report of Thomas Myers, whom she labels a "preeminent expert in the field of financial transactions." *Id.* However, Marlow omits the deposition testimony quoted in the same paragraph of the document she cites, in which Myers stated that, as to the interest and trebling calculations, he offered no opinion and served only as a "human calculator." [472] at 18. Moreover, State Farm argued vigorously that "Plaintiffs here are not entitled to post-judgment interest" on the *Avery* judgments because "those judgments were reversed and never reinstated." [880] at 2 (citing *Needham v. White Labs., Inc.*, 847 F.2d 355 (7th Cir. 1988)). Notably, the Court granted State Farm's Motion in Limine seeking to prevent any testimony on this topic. [905] at 31-32.

[3] *See also, e.g., Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009) ("[C]ourts do not traditionally factor treble damages into the calculus for determining a reasonable settlement value."); *Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369, 376 n.12 (D.D.C. 2002) ("[T]he standard for evaluating settlement involves a comparison of the settlement amount with the estimated single damages."); *Cnty. of Suffolk v. Long Island Lighting Co.*, 907 F.2d 1295, 1324 (2d Cir. 1990) ("[T]he district judge correctly recognized that it is inappropriate to measure the adequacy of a settlement amount by comparing it to a possible trebled base recovery figure."); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 458-59 (2d Cir. 1974) ("[T]he vast majority of courts which have approved settlements ... have given their approval ... based on an estimate of single damages only."), *overruled on other grounds as recognized by U.S. Football League v. Nat'l Football League*, 887 F.2d 408, 415-16 (2d Cir. 1989). Although a small minority of district courts has evaluated treble damages in a settlement context, there is "no authority that *requires* a district court to assess the fairness of a settlement in light of the potential for trebled damages." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 325 (3d Cir. 2011) (quoting *In re Cmty. Bank of N. Va.*, 622 F.3d 275, 312 (3d Cir. 2010) (emphasis in original)).

Finally, at trial and on appeal, Defendants would have argued, and a jury or appellate court may have found, that even if Plaintiffs established liability, their damages were nominal. The Court agreed, noting that "[t]he jury theoretically could find that the damages equal . . . those at stake in the *Avery* case or could decide the damages are something else entirely." *Id.* at 46. Thus, even setting aside all the risks inherent in trial and the inevitable appeals—which the Court cannot do per Rule 23—Marlow's argument that the Settlement secures only a miniscule percentage of what Plaintiffs would have necessarily recovered at trial is, in a word, meritless.

In sum, Marlow would substitute her own risk assessment for that of Counsel who litigated the case for nearly seven years, but her optimistic outlook makes no effort to calculate the odds of losing any of the myriad issues that could have resulted in complete defeat for Plaintiffs. In weighing the Settlement offer, Class Counsel had to assess, for example, their odds of prevailing at trial on the RICO elements. Assume, for the sake of argument, it was 50% (though State Farm surely believed it was lower)—the settlement value must then be cut in half. And what about the odds of winning the statute of limitations issue at trial? Assume 50%, and the settlement value is now 25% of available damages ($0.5^2 = 0.25$). And on appeal, the odds of winning on *every single issue*—including RICO causation, *Noerr-Pennington*, *Rooker-Feldman*, and much more? Assume 50% for each of these three issues, and the settlement value is 3.125% of available damages ($0.5^5 = 0.03125$).

Thus, even had Plaintiffs prevailed on the interest argument notwithstanding the fact that the *Avery* judgments were not reinstated, the maximum single damages were approximately $2.5 billion. If State Farm had prevailed on the interest issue, the maximum single damages were $1.056 billion. The $250 million proposed settlement is approximately 10% of the former and 24% of the latter. Of course, assessing litigation risk is not an exact science, but the point is that Class Counsel made a settlement determination based on their significant class action experience, extensive work with focus groups and jury consultants, and their understanding of this case that was "as close to complete as one could ever achieve in a piece of litigation." *See* Sept. 4, 2018 Hr'g Tr. at 6:3-4. Marlow, in contrast, dismisses this analysis altogether.

Accounting for all the risk noted above—as the Court must—the $250 million non-reversionary, cash settlement, reflects a "fair, reasonable, and adequate" compromise of Plaintiffs' claims. *Mexico Money Transfer*, 164 F. Supp. 2d at 1014 (quoting *Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996)) (in evaluating a proposed settlement, the court must recognize that the "essence of settlement is compromise" and will not represent a total win for either side); *Van Lith*, 2017 WL 4340337, at *12 ("'It is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial.'") (citations omitted).

* * *

Each and every factor of the newly amended Rule 23, as well as each of the Seventh Circuit factors, therefore strongly favors approval of the proposed Settlement.

II. Class Counsel's Requested Fees and Expenses Reflect a Fair Estimate of the *Ex Ante* "Market Price" for Counsel's Services.

In awarding attorneys' fees in common fund cases, courts in the Seventh Circuit "must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid Mktg. Litig.* ("*Synthroid I*"), 264 F.3d 712, 718 (7th Cir. 2001). In their motion, Class Counsel detailed the many reasons why their request reasonably approximates "the market price for [their] legal services" under the unique facts of this case. [954] at 7-20. They also advanced the detailed declarations of three experts—arguably the three most prominent scholars on class action attorneys' fees in the country—each of whom analyzed Counsel's request through a different empirical lens, and each of whom concluded that the requested award was reasonable. *See, e.g.*, [954-1] (Charles Silver Decl.); [954-2] (Brian Fitzpatrick Decl.); [954-3] (William Rubenstein Decl.). Indeed, Professor Fitzpatrick, whose studies on class action fees have been cited dozens of times within the Seventh Circuit alone, opined that "Class Counsel's request for 33.33% is not only a good approximation of what class members would have agreed to, but it is a very

conservative one." [954-2] ¶ 16. This is true for a number of reasons, none of which are undermined by Marlow's objection.

A. The market rewards risk, and this case was tremendously risky.

"When determining the reasonableness of a fee request, courts put a fair amount of emphasis on the severity of the risk (read: financial risk) that class counsel assumed in undertaking the lawsuit." *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 847-48 (N.D. Ill. 2015). This is relevant because "[t]he greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel." *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013); *accord Synthroid I*, 264 F.3d at 721 (The market rate must account for the "risk of non-payment a firm agrees to bear."). "[T]his consideration incentivizes attorneys to accept and (wholeheartedly) prosecute the seemingly too-big-to-litigate wrongs hidden within the esoteric recesses of the law, ensuring that the attorneys are compensated for their work at the end of the day." *Dairy Farmers*, 80 F. Supp. 3d at 848.

Here, Class Counsel have already articulated the many factual and legal risks confronting this case when it was filed. [954] at 3-5, 10-11. To recap: (1) RICO cases generally, and RICO class actions specifically, have astonishingly low success rates (less than 2%, *Gross v. Waywell*, 628 F. Supp. 2d 475, 480 (S.D.N.Y. 2009)); (2) the theory of recovery here was novel and untested; (3) Class Counsel bore the burden of building their case on their own, without the assistance of any governmental agency; (4) according to the magistrate judge, even two years into the case (much less at the time they filed suit), Plaintiffs did not have enough evidence to "connect the dots" of their case; and (5) there were at least half a dozen "significant" and "difficult" legal issues—including *Rooker-Feldman*, *Noerr-Penington*, *res judicata*, statute of limitations, RICO proximate cause, and RICO damages—all of which were heavily contested, and any one of which could have sunk the case entirely. *Id.*; *see also* Sept. 4, 2018, Hr'g Tr. at 6:1-7:9. It is no surprise, then, and no insignificant fact, that Professor Silver—who has studied, analyzed, and written on class actions for over 30 years—called this case "one of the riskiest" cases of his "lifetime." [954-1] at 33; *see also* [954-3] (Rubenstein) ¶ 36 (reviewing "[a] dozen

independent factors [that] demonstrate the riskiness of this case viewed *ex ante*"); [954-2] (Fitzpatrick) ¶ 21 ("[I]t is a *gross* understatement to say that this case involved above-average risks.") (emphasis in original).

Marlow simply ignores this critical part of the Seventh Circuit's analysis. Indeed, while she seems to acknowledge that, in determining the market price for counsel's service, courts in this Circuit must assess the risk that existed "at the ***outset*** of the case" ([961] at 8 (quoting *Synthroid I*, 264 F.3d at 718) (emphasis added)), her actual argument focuses only on "the risks of proceeding to trial with the evidence [Class Counsel] amassed during over six years of litigation" (*id.* at 15). The risk that remained at the time of resolution (which Plaintiffs regard as significant) is irrelevant to the *ex ante* market price inquiry required in this Circuit. Moreover, Marlow's observation that more attorneys joined the litigation as it progressed is, at best, evidence that Plaintiffs' case got stronger over the course of litigation, and actually strengthens Class Counsel's argument that the risk at the outset of the case was significant. This factor overwhelmingly favors approval of Class Counsel's requested fees.

B. Class Counsel performed well and took the case all the way to trial.

Even Marlow concedes that Class Counsel "achieved . . . enormous success in litigating the case." [961] at 2. This fact also supports Class Counsel's fee request. *Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) (noting that the "evidence of the quality of legal services rendered" is among the "type[s] of evidence needed to mimic the market per *Synthroid I*"); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 597 (N.D. Ill. 2011) (compensation also depends on "the quality of [counsel's] performance."). So, too, does the fact that Counsel took this case to trial. This is because "plaintiffs in the market for legal representation often pay their lawyers with bifurcated rates that call for a higher percentage if their lawyers have to take their cases to trial, with fees as high as 50% in such circumstances." [954-2] (Fitzpatrick) ¶ 20. Courts approximating the market recognize this. As Professor Rubenstein's data reveals, in class actions that progressed to trial, the mean and median fee awards were 36% and 45% respectively—both

above the 33.33% Class Counsel seek here. [954-3] (Rubenstein) ¶ 18. Again, Marlow ignores the reality of the markets that this Court is required to mimic.

C. There is no "megafund" cap in this Circuit, and courts regularly award attorneys' fees of 1/3 or greater in large, complex cases.

Marlow does not dispute that "[c]ourts in this Circuit regularly award fees of 33.33% or higher" ([961] at 12)—even absent the extraordinary risks and results present here—but instead claims that a lower percentage is warranted because "megafund settlements are different" (*id.* at 13). Her support for this proposition, however, is a series of cases in circuits with fee jurisprudence that differs significantly from that of the Seventh Circuit. *See id.* (citing cases within the Second, Third, Ninth, and D.C. Circuits). Whatever the merits of those cases, on this issue, the Seventh Circuit found reversible error for "follow[ing] decisions of district courts in other jurisdictions, rather than decisions of the . . . Seventh Circuit" and rejected a percentage cap on megafund recoveries because "[p]rivate parties would never contract for such an arrangement." *Synthroid I*, 264 F.3d at 718.

Empirical data confirms the Seventh Circuit's market analysis. As set forth in Class Counsel's motion and Professor Silver's declaration, sophisticated parties—both in non-class fee agreements and when negotiating fee arrangements as lead plaintiffs in class actions—routinely agree to flat percentages at or above 33.33% in cases that yield megafund recoveries. *See* [954-1] at 17-28. Courts regularly follow suit, even in megafund cases. Marlow's claim that Counsel cited only "two megafund cases . . . in which courts awarded fees of one third of the settlement fund" ([961] at 14) is simply wrong. Class Counsel extensively quoted Professor Silver's declaration which cites at least ***20 cases*** in which courts awarded 33% or more of recoveries between $105 and $974 million (not accounting for inflation). [954-1] at 39-45 (Table 2); *see also* [954] at 12-14. In any event, Marlow's suggestion that this Court should ignore *Standard Iron Works v. ArcelorMittal*, No. 08 C 5214, 2014 WL 7781572, at *1 (N.D. Ill. Oct. 22, 2014), and *City of Greenville v. Syngenta Crop Protection, Inc.*, 904 F. Supp. 2d 902, 908-09 (S.D. Ill. 2012), because there were no objections or appeals overlooks her concession that courts have an

"independent obligation to scrutinize" fee requests. [961] at 8 n.3 (quoting *Jaffee v. Redmond*, 142 F.3d 409, 416 n.2 (7th Cir. 1998)). There is no sound reason to limit the attorneys' fee percentage in a megafund case such as this to less than one third, and Marlow offers zero empirical, or even anecdotal, evidence to the contrary.

As explained in Class Counsel's motion, *Silverman* does not counsel otherwise, and neither do any of Marlow's arguments. 739 F.3d 956. While the *Silverman* court noted that 27.5% of $200 million "*may* be at the outer limit of reasonableness" under the facts of that case, it did not dispense with the Seventh Circuit's overarching instruction to "approximate the market rate that prevails between willing buyers and willing sellers of legal services." *Id.* at 959, 957 (emphasis added). For all the reasons previously detailed, the extraordinary facts of this case—and the novel risks it entailed—set it apart from *Silverman*, a straightforward securities case, and suggest that sophisticated parties would have negotiated no less than a fee arrangement of 1/3 for a resolution reached after the case progressed to trial. [954-2] (Fitzpatrick) ¶ 25 (*Silverman* "presented none of the *ex ante* risks of this case (for example, *Silverman* was a securities fraud case, where class certification is relatively perfunctory), and, perhaps even more importantly, did not go to trial."). Indeed, as the Seventh Circuit noted in *In re Synthroid Marketing Litig. ("Synthroid II")*, "if securities suits present less risk to the plaintiff class than does a fraud suit against a drug manufacturer, it is unsound to use a contingent fee appropriate to the former as the measure in the latter." 325 F.3d 974, 979 (7th Cir. 2003). Likewise, if *Silverman* presented less risk to the plaintiff class than did this completely novel RICO class action—as it certainly did—then here, too, "it is unsound to use a contingent fee appropriate to the former as the measure in the latter." *See id.*[4]

[4] Citing no authority, Marlow suggests that the percentage must be calculated from the common fund net of reimbursed expenses. *See* [961] at 12 (arguing that the "properly calculated settlement fund" is $242,953,147.20). In fact, courts in this Circuit routinely award a percentage of the gross common fund without netting out separately awarded costs. *See*, *e.g.*, *Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (awarding 33.33% of $57 million fund in addition to costs for a total of 36.51% of fund); *Johnson v. Meriter Health Servs. Empl. Ret. Plan*, No. 10-CV-426-WMC, 2015 WL 13546111, at *6 (W.D. Wis. Jan. 5, 2015) (awarding 27.5% of $82 million settlement fund plus in costs for

D. The declining percentage approach is not a "one-size-fits-all . . . Cinderella slipper" and does not fit the unique facts of this case.

For similar reasons, this Court should not adopt a decreasing sliding scale fee structure. In their motion, Class Counsel explained why this approach finds little support in the sophisticated market for legal services that the Court has been instructed to emulate. [954] at 13-14; [954-2] (Fitzpatrick) ¶ 27 ("[I]t would not be economically rational for plaintiffs who *cannot monitor* their lawyers to contract for such awards for the very same reason such plaintiffs would not want to pay their lawyers the same percentage if they settled early or went to trial: tapering disincentivizes lawyers from working hard for the largest recovery."). Class Counsel do not dispute that the Seventh Circuit, and courts within it, have endorsed a sliding scale approach in some circumstances. But Marlow's claim that it is the *only* permissible model is simply false.

Silverman itself, which affirmed a flat percentage in a megafund case, confirms this. 739 F.3d at 956. So does *Dairy Farmers*, 80 F. Supp. 3d at 845. There, the court observed that the declining percentage approach "is not a one-size-fits-all recovery scheme, and there are many other factors to consider before declaring this pricing grid the Cinderella slipper." *Id.* Ultimately, in that case, the court concluded that a flat 33.33% fee was appropriate even though the risk was relatively low and notwithstanding a "seemingly tailor-made tiered-pricing arrangement" set by the Seventh Circuit in *Synthroid II*. *Id.* at 845, 848.

Similarly, in *Young v. County of Cook*, No. 06 C 552, 2017 WL 4164238 (N.D. Ill. Sept. 20, 2017), Judge Kennelly distinguished his own opinion in *Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 1369741, at *9 (N.D. Ill. Apr. 10, 2017)—a decision upon which Marlow heavily relies—and concluded that the case fell "squarely within the category of cases for which the use of a declining marginal percentage scale ***is not appropriate***." *Young*, 2017 WL 4164238, *5 (emphasis added). This was true, the court found, because of the "high risk of non-

---

total of 29.66% of the fund); *Silverman v. Motorola, Inc.*, No. 07 C 4507, 2012 WL 1597388, at *5 (N.D. Ill. May 7, 2012), *aff'd sub nom. Silverman v. Motorola Sols., Inc.*, 739 F.3d 956 (7th Cir. 2013) ("The Court awards attorney's fees in the amount of 27.5% of the Settlement Amount and awards $4,729,743.16 in costs." (29.86% of settlement fund)); *Martin v. Caterpillar Inc.*, No. 07-CV-1009, 2010 WL 11614985, at *6 (C.D. Ill. Sept. 10, 2010) (awarding 33.33% of gross settlement fund in addition to costs for a total of 35.24% of the fund).

payment," the "enormous amount of work [that] went into" the litigation, and the fact that counsel had turned down an earlier settlement offer in a successful effort to obtain more for the class. *Id.* at *4-5. Each of these factors is present here, in spades. *See* [954] at 3-7, 10-12 (discussing risk and extent of work); Supplemental Declaration of Robert J. Nelson ("Nelson Decl.") ¶ 2 (noting that Class Counsel turned down settlement offers of significantly less than was ultimately obtained). Thus, Judge Kennelly's finding that a "33% contingent fee of the total recovery is on the low end of what is typically negotiated *ex ante* by plaintiffs' firms taking on large, complex cases" applies with equal force here. *See Young*, 2017 WL 4164238, *6; *see also, e.g.*, *Standard Iron Works*, 2014 WL 7781572, at *1 (awarding a flat 33% of $163.9 million settlement); *City of Greenville*, 904 F. Supp. 2d at 908-09 (awarding 33% of $105 million plus roughly $8.5 million in costs); *Cent. Laborer's Pension Fund v. Sirva, Inc.*, No. 1:04-cv-07644, Dkt. No. 249 (N.D. Ill. Oct. 31, 2007) (awarding a flat 29.85% percent of $53.3 million).[5]

As detailed throughout Class Counsel's motion, this case is in a league of its own. It was brought under a statute that almost never rewards plaintiffs. It relied on a novel, untested theory. It was accompanied by extreme risk of non-payment. It required an enormous amount of work. And it settled only after trial had begun. In light of these factors, Class Counsel's request of a flat 33.33% award is reasonable and, if anything, "is on the low end" of what sophisticated parties would have negotiated for a recovery during trial. *See Young*, 2017 WL 4164238, *6.[6]

[5] In all the cases cited in this section, courts awarded flat percentages of common funds of approximately $50 million or greater, even though the Seventh Circuit concluded the "justification for diminishing marginal rates," when applicable, "applies to $50 million and $500 million cases." *Silverman*, 739 F.3d at 959. That justification was not present in these many cases and is not present here.

[6] Even if the Court were inclined to adopt a decreasing sliding scale approach, however, the tiers and percentages that Marlow proposes would make no sense for this case. *See* [961] at 11-12 (citing *Synthroid II*, 325 F.3d at 980). Given the damages alleged, this case was not going to resolve in the low tens of millions of dollars, and no sophisticated parties would have negotiated *ex ante* recovery bands that sliced it so thin. Moreover, even the cases that Marlow cites applied percentage point "premiums" accounting for significant risks and results. *See Aranda*, 2017 WL 1369741, at *9. Thus, to the extent the Court considers a declining percentage award—and again, such an approach is neither necessary nor appropriate under the facts of this case—Class Counsel submit that a reasonable structure would be 36% of the first $100 million; 33.33% of the next $100 million, and 30% of the next $50 million (and any interest accrued).

E. The lodestar cross-check confirms the reasonableness of Class Counsel's request.

For all the reasons noted above, Class Counsel have demonstrated that the compensation they seek is fair and would not result in a windfall. The lodestar cross-check, which Marlow essentially ignores, confirms this. *See* [954-3] (Rubenstein) ¶ 10 ("The lodestar cross-check ensures against a windfall by taking the absolute dollars counsel will receive via a percentage award and considering whether that number is greater or less than counsel's lodestar.").[7]

Here, as Class Counsel's motion and Professor Rubenstein's declaration both demonstrate: (1) Class Counsel's approximately 55,000 hours are reasonable in that they are below the mean in cases in the $250 million range that progressed to trial, and even lower after accounting for the number of years this case was litigated ([954] at 15-16); (2) Class Counsel's historical billing rates are only slightly higher than the average rates in this District, and significantly below those recently approved (*id.* at 16-17); and (3) the resulting multiplier of 2.83 (or 2.11 using recently approved rates) is well within the range of customary multipliers and more than justified by the risks this case presented at the outset (*id.* at 17-18). Marlow's claim that the number of hours billed is "incredibly high" under the circumstances ([961] at 18) ignores the empirical analysis demonstrating the opposite ([954-3] at 17-23). Relatedly, her assertion that the Court needs Class Counsel's "full billing records" to "satisfy" its obligations contravenes this Court's well-supported conclusion that it "may rely on summaries submitted by attorneys and need not review actual billing records." *Beesley v. Int'l Paper Co.*, No. 3:06-CV-703-DRH-CJP, 2014 WL 375432, at *3 (S.D. Ill. Jan. 31, 2014) (Herndon, J.). The lodestar cross-check confirms the fairness of Class Counsel's requested fees and ensures that they will not receive a windfall.

[7] *See also, e.g., In re Cendant Corp. Litig.*, 264 F.3d 201, 285 (3d Cir. 2001) (A lodestar cross-check "ensure[s] that the proposed fee award does not result in counsel being paid a rate vastly in excess of what any lawyer could reasonably charge per hour, thus avoiding a 'windfall' to lead counsel."); *City of Omaha Police & Fire Ret. Sys. v. LHC Grp.*, No. CIV. 6:12-1609, 2015 WL 965696, at *9 (W.D. La. Mar. 3, 2015) ("The purpose of a lodestar cross-check of the results of a percentage fee award is to avoid windfall fees, that is, to 'ensure that the percentage approach does not lead to a fee that represents an extraordinary lodestar multiple.'").

F. Class Counsel's requested expenses are reasonable and unopposed.

Class Counsel's motion detailed the reasonableness of their out-of-pocket litigation expenses. [954] at 18-20. No objector challenges this request, and for good reason. The expenses are below average and justified by the extraordinary steps necessary to advance this heavily contested litigation to trial. *Id.* Moreover, since submitting their initial request, Class Counsel have incurred more than $500,000 in costs relating to trial-preparation and expert invoices that had not yet been submitted, and will continue to incur additional costs through final approval and the claim period. Supp. Nelson Decl. ¶¶ 3-5. Class Counsel will pay all of this out of pocket, which further supports the reasonableness of their request.

III. The Requested Service Awards Are Reasonable.

In their motion, Class Counsel explained that each of the three named plaintiffs "invested significant time and resources in this litigation for more than six years by, among other things: reviewing pleadings, responding to discovery requests, producing documents, sitting for depositions, preparing for trial, and overseeing the litigation." [954] at 20. They also cited five cases, including one from the Seventh Circuit and one from this Court, granting or affirming service awards of $25,000. *Id.* Even more examples abound. *See, e.g., Will v. Gen. Dynamics Corp.*, No. CIV. 06-698-GPM, 2010 WL 4818174, at *4 (S.D. Ill. Nov. 22, 2010) (awarding $25,000 each to three named plaintiffs, and finding such awards are "well within the ranges that are typically awarded in comparable cases"); *Heekin v. Anthem, Inc.*, No. 1:05-cv-01908-TWP-TAB, 2012 WL 5878032, at *1 (S.D. Ind. Nov. 20, 2012) (awarding $25,000 each to two class representatives based on extensive involvement over seven years of litigation).

Citing no authority, Marlow nevertheless argues that such an award is unjustified here because the Representatives did not submit declarations attesting to their efforts. [961] at 16. But the efforts of these Class Representatives were set forth in the Nelson Declaration. [954-4] ¶ 11. There is no rule requiring declarations directly from the Class Representatives, but to end the argument, those declarations are attached here. *See* Hale Decl. ¶¶ 2-3; Shadle Decl. ¶¶ 2-3; Loger Decl. ¶¶ 2-3. As they confirm, the Class Representatives worked hard over almost seven years of

the *Hale* litigation (and even more in the *Avery* litigation) to advance this case and protect the interests of the Class. They have earned the requested service awards.

IV. The Single Objector May Not Be a Class Member and Did Comply with the Court's Orders; Her Objection Should Therefore Be Stricken and Overruled.

Only class members have standing to object to a proposed settlement. *See Carnegie*, 445 F. Supp. 2d at 1035 ("Mr. Williams is not a member of the certified class . . . . He is therefore without standing to contest the settlement.").[8] Lisa Marlow—the lone objector out of millions—initially swore under penalty of perjury that she was not a member of the certified Class. The Class includes, in relevant part, persons who:

> (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

[941] (Settlement Agreement) at 5; [945-1] (long form notice) at Q.5. Accordingly, the Settlement claim form asks claimants whether they had "non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for [their]

[8] *See also, e.g., Gould v. Alleco, Inc.*, 883 F.2d 281, 284 (4th Cir. 1989) ("The plain language of Rule 23(e) clearly contemplates allowing only class members to object to settlement proposals."); *Tenn. Ass'n of Health Maint. Orgs., Inc. v. Grier*, 262 F.3d 559, 566 (6th Cir. 2001) ("[U]nder Rule 23(e), non-class members have no standing to object to a lack of notice."); *Cent. States Se. & Sw. Areas Health & Welfare Fund v. Merck-Medco Managed Care, L.L.C.*, 504 F.3d 229, 244 (2d Cir. 2007) ("Because CareFirst is not a class member, it does not have an affected interest in the class Plaintiffs' claims against Medco so as to be able to assert its objections on behalf of its Plans."); *Heller v. Quovadx, Inc.*, 245 F. App'x 839, 842 (10th Cir. 2007) (unpublished) ("Rule 23(e)(4) of the Federal Rules of Civil Procedure provides only that 'class member[s] may object to a proposed settlement.' As such, 'non-class members have no standing to object.'") (citations omitted); *Feder v. Elec. Data Sys. Corp.*, 248 F. App'x 579, 580 (5th Cir. 2007) (unpublished) ("But only class members have an interest in the settlement funds, and therefore only class members have standing to object to a settlement. Anyone else lacks the requisite proof of injury necessary to establish the 'irreducible minimum' of standing."); *Ass'n For Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 473 (S.D. Fla. 2002) ("Under Fed. R. Civ. P. 23(e), non-class members are not permitted to assert objections to a class action settlement.") *Hendricks v. Starkist Co*, No. 13-CV-00729-HSG, 2016 WL 5462423, at *8 (N.D. Cal. Sept. 29, 2016), *aff'd sub nom. Hendricks v. Ference*, No. 16-16992, 2018 WL 5115482 (9th Cir. Oct. 19, 2018) ("The Court does not consider objections from Dylan L. Jacobs because he failed to follow the procedures set forth in the class notice."); 4 Newberg on Class Actions § 13:22 (5th ed.) ("Courts regularly find that nonclass members have no standing to object to a proposed settlement.").

vehicle[s] or else received monetary compensation determined in relation to the cost of such parts." On her initial Claim Form, Marlow answered "no" to this question, thereby affirming that she is not a Class member. *See* Epiq Decl. ¶ 39, Attachment 11.[9]

In a later-submitted letter to the Claims Administrator, she changed her answer. *Id.* ¶ 39. But she has refused to submit to a deposition to resolve the questions raised by her contradictory statements notwithstanding this Court's Order expressly permitting the parties to "depose any objector to assess whether the objector has standing or motives that are inconsistent with the interests of the class." *See* [942] at 6; [964] ¶¶ 3-7, 10. Plaintiffs have made every effort to resolve this issue (*see* [964]), but Marlow has steadfastly refused to comply. Given Marlow's initial statement, signed under penalty of perjury, and her refusal to comply with the Court's Order allowing Class Counsel to take her deposition, it appears that Marlow may have no interest in the Settlement and lacks standing to object to it. *See Carnegie*, 445 F. Supp. 2d at 1035.

Even if Marlow were a Class member, however, she did not file a valid objection. Not only did she not submit to a deposition despite the Order requiring her to do, the Order granting preliminary settlement approval provides that "no objection will be valid unless it" "follow[s] the directions in the Notice" ([942] at 5-6), which requires objectors to provide "proof of [their] membership in the class, such as documentation that . . . [they] had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts" ([945-1] at Q.16). Marlow provided no such documentation in connection with either of her Settlement claim forms or her objection. [961]; Epiq Decl. ¶ 39. On December 4, 2018, two days before this reply was due, Class Counsel were served with a motion to quash the deposition notice which includes a mostly-illegible claim estimate that, according to Marlow, specifies a non-OEM bumper. [964] ¶ 7. But whatever this claim estimate reveals (and that is not clear),

[9] Marlow is not among the approximately 1.43 million class members whose addresses were known to State Farm and who will receive automatic payments upon final approval. Thus, to prove her class membership and receive her payment she is required to submit a claim form.

Marlow has not submitted it in connection with this matter—either with her claim form or as a part of her objection—and, again, has refused to comply with this Court's Order allowing for a deposition to clarify the matter and to further explore her motives for objecting to the Settlement. Her objection is therefore invalid and should be stricken. *See White v. Experian Info. Sols., Inc.*, No. 8:05-CV-01070, 2018 WL 1989514, at *8 n.5 (C.D. Cal. Apr. 6, 2018) (striking objections that failed "to follow the Court-approved procedure"); *Chambers v. Whirlpool Corp.*, 214 F. Supp. 3d 877, 891 (C.D. Cal. 2016) ("An objector cannot refuse to participate in discovery and still have his or her objection considered by the court.").

Marlow argues that the documentation requirement presents an "unrealistic burden" ([961] at 17), but courts have long held that asking objectors to provide "proof of class membership . . . is *not* burdensome and is a reasonable safeguard against manipulation of the process by non-class members." *See, e.g.*, *Mexico Money Transfer*, 164 F. Supp. 2d at 1032 (emphasis added). This safeguard is particularly important for an objector, like Marlow, who initially swore she was not a Class member.

Again, Marlow did not file a valid objection. Nor did she submit to a deposition despite this Court's order, Counsel's repeated requests, and the issuance of a subpoena. Her objection should be stricken. Regardless, for all the reasons set forth above, none of the arguments she raises in any way undercuts the fairness of the Settlement or Class Counsel's requested fees.

CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order and Judgment pursuant to Rule 23(e) striking Marlow's objection, granting final approval to the Settlement, authorizing and directing its implementation under the Settlement's terms, and retaining exclusive and continuing jurisdiction over the Settlement to effectuate its terms. Class Counsel further request that the Court award them $6,971,852.80 as reimbursement of reasonable litigation costs and 33.33% of the common fund—including interest accrued thereon, but net of the $2.1 million in settlement administration costs—in attorneys' fees, and award the Class Representatives service awards of $25,000 each.

Dated: December 6, 2018

Respectfully submitted,

/s/ *Robert J. Nelson*

Elizabeth J. Cabraser
Robert J. Nelson
Kevin R. Budner
Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel: 415-956-1000

Steven P. Blonder #6215773
Jonathan L. Loew
Much Shelist, P.C.
191 N. Wacker, Suite 1800
Chicago, IL 60606-2000
Tel: 312-521-2402

Robert A. Clifford #0461849
George S. Bellas
Kristofer S. Riddle
Clifford Law Offices
120 N. LaSalle Street, 31st Floor
Chicago, IL 60602
Tel: 312-899-9090

John W. "Don" Barrett
Barrett Law Group, P.A.
404 Court Square North
P.O. Box 927
Lexington, MS 39095-0927
Tel: 662-834-2488

Brent W. Landau
Jeannine M. Kenney
Hausfeld LLP
325 Chestnut Street
Suite 900
Philadelphia, PA 19106
Tel: 215-985-3273

Patrick W. Pendley
Pendley, Baudin & Coffin, LLP
Post Office Drawer 71
24110 Eden Street
Plaquemine, LA 70765
Tel: 888-725-2477

Erwin Chemerinsky
University of California, Berkeley School of Law
215 Boalt Hall,
Berkeley, CA 94720
Tel: 510- 642-6483

Thomas P. Thrash
Marcus N. Bozeman
Thrash Law Firm, P.A.
1101 Garland Street
Little Rock, AR 72201
Tel: 501-374-1058

Richard R. Barrett
Law Offices of Richard R. Barrett, PLLC
2086 Old Taylor Road, Suite 1011
Oxford, Mississippi 38655
Tel: 662-380-5018

Gordon Ball
Gordon Ball PLLC
550 Main Street
Bank of America Center, Ste. 600
Knoxville, TN 37902
Tel: 865-525-7028

Class Counsel

CERTIFICATE OF SERVICE

Pursuant to Local Rule 7.1(b), I certify that a copy of the foregoing was served upon counsel via the Court's CM/ECF system.

/s/ *Robert J. Nelson*

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated, Plaintiffs v. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD, Defendants.	Case No. 3:12-cv-00660-DRH-SCW Judge David R. Herndon Magistrate Judge Stephen C. Williams

SUPPLEMENTAL DECLARATION OF ROBERT J. NELSON IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS AND MOTION FOR FINAL APPROVAL OF SETTLEMENT

I, Robert J. Nelson, am a member in good standing of the State Bar of California and a partner in the law firm of Lieff Cabraser Heimann & Bernstein LLP ("Lieff Cabraser"). I am one of the counsel for Plaintiffs and Court-appointed Class Counsel in the above-captioned action. I provide this Supplemental Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs and Motion for Final Approval of Settlement.

I. Class Counsel turned down earlier settlement offers to obtain more for the Class.

1. In *Young v. County of Cook*, No. 06 C 552, 2017 WL 4164238, at *4-5 (N.D. Ill. Sept. 20, 2017), Judge Kennelly concluded that a declining percentage fee award was "not appropriate" because of "the high risk of non-payment," the "enormous amount of work that went into" the litigation, and the fact that counsel had turned down an earlier settlement offer of $20 million in a successful effort to obtain more for the class. As discussed in my previous declaration ([954-4]), Class Counsel's application for attorneys' fees ([954]), and Plaintiffs' Reply, this case, too, entailed a very high risk of non-payment and an enormous amount of work.

2. The third *Young* factor is also present here. As the Court is aware, the parties engaged in two separate mediation processes, the first of which lasted for more than one year and was overseen by Judge Holderman (Ret.). Over the course of that mediation process, the Defendants offered to settle the case in a monetary range that was ***significantly*** lower than the $250 million settlement that was ultimately reached. Class Counsel rejected that offer in order to obtain a better recovery for the Class, and, after considerable additional litigation, pre-trial proceedings, and after jury selection once trial had commenced, they did just that.

II. Class Counsel incurred substantial additional costs subsequent to their motion for attorneys' fees and reimbursement of costs.

3. At the time they submitted their motion for attorneys' fees and reimbursement of costs on October 16, 2018, Class Counsel had not received final bills from many of their experts, including much of the work performed by their jury and trial consultants. The total of these additional costs amounts to more than $500,000. Class Counsel are not seeking reimbursement for any of these trial-related costs because these costs were not a part of their motion filed on October 16, 2018. That motion was posted on the settlement website, www.halevstatefarmclassaction.com, shortly after it was filed.

4. Class Counsel also continue to incur expenses related to the Settlement approval process, and likely will continue to incur Settlement-related expenses until the Settlement is effective, the claims period closes, and the Settlement distributions are complete.

5. Class Counsel also incurred expert costs associated with their motion for attorneys' fees and costs. None of those costs are a part of Class Counsel's motion for reimbursement of costs.

III. Each of the Class Representatives has submitted declarations attesting to the work that they each performed in connection with the prosecution of this case.

6. Attached as Exhibits 1, 2 and 3 to this Supplemental Declaration are the declarations of each of the Class representatives. Mark Hale's declaration is attached hereto as Exhibit 1; Todd Shadle's declaration is attached hereto as Exhibit 2; and Laurie Loger's declaration is attached as Exhibit 3. Each Class representative describes the work that he or she did in connection with the prosecution of this action, as well as the work he or she did in connection with the *Avery* case. Each of these Class representatives has been a Class representative in *Hale* and in the underlying *Avery* matter for approximately 20 years.

7. Each of the Class representatives testified in their declarations that they agreed to pay counsel 40% of any recovery in this case due to the substantial risks associated with bringing this novel lawsuit.

IV. The Effort to Depose Objector Marlow to Confirm Her Class Membership has been Unsuccessful to Date.

8. On November 13, 2018, Mark Downton filed an application to appear pro hac vice as counsel for Lisa Marlow. [957]. On November 15, 2018, I telephoned Mr. Downton and left a voicemail message asking that he please call me. I also emailed Mr. Downton. A true and correct copy of that email is attached as Exhibit 4. The purpose of those communications was to try to discuss any concerns Ms. Marlow had about the proposed Settlement. I also called Mr. Downton the following day and left a second voicemail message. I did not receive a response.

9. On Saturday, November 17, 2018, Ms. Marlow filed her objection with this Court. [961]. On November 18, 2018, Mr. Blonder emailed Mr. Downton advising him that Class Counsel wanted to take the deposition of Ms. Marlow per the Court Order allowing them to do so. [964] at ¶ 3, Ex. 1.

10. During the ensuing correspondence, Class Counsel again made clear that they intended to take the deposition of Lisa Marlow pursuant to the Court's Order allowing Class Counsel to do so. Mr. Downton indicated that he would not voluntarily produce Ms. Marlow for deposition, was contemplating seeking mandamus relief to oppose a deposition of Ms. Marlow, and suggested that Class Counsel serve a subpoena on Ms. Marlow. *Id.*

11. Class Counsel served a deposition subpoena on Ms. Marlow that was issued on November 23, 2018, for the deposition to take place on December 5, 2018, at a location in Orlando, Florida, convenient to Ms. Marlow's residence. *Id.* ¶ 6, Ex. 4.

12. On December 3, 2018, Mr. Downton advised Class Counsel that he had filed a motion to quash that subpoena in the Middle District of Florida. *Id.* ¶ 7, Ex. 5. On December 4, 2018, Mr. Downton informed Class Counsel that neither he nor Ms. Marlow would be attending the deposition. Nevertheless, because a valid subpoena remained pending, Class Counsel and counsel for Defendants attended the scheduled deposition on December 5, 2018, as did the court reporter. Ms. Marlow did not attend the deposition, nor did Mr. Downton. A true and correct copy of the record from that deposition is attached hereto as Exhibit 5. On December 5, 2018, Magistrate Judge Spaulding of the Middle District of Florida denied the motion to quash. [967].

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 6, 2018, in San Francisco, California.

Robert J. Nelson

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated,

Plaintiffs

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD,

Defendants.

Case No. 3:12-cv-00660-DRH-SCW

Judge David R. Herndon

Magistrate Judge Stephen C. Williams

DECLARATION OF MARK HALE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL AND MOTION FOR ATTORNEYS' FEES AND COSTS

I, MARK HALE, am over the age of twenty-one and I have personal knowledge of the matters set forth herein and believe them to be true and correct.

1. I have been a named plaintiff in the above-captioned action since it was filed in 2012 and was appointed by the Court as a representative of the certified Class. I was also a named plaintiff and class representative in the underlying *Avery* matter.

2. I have expended significant time and energy to advance this litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of the litigation;

c. Collected, reviewed, and produced documents in response to written Defendants' written discovery requests;

d. Helped create and review responses to three separate sets of interrogatories;

e. Sat for a deposition on July 9, 2015, lasting approximately six hours, and spent significant time preparing for that deposition;

f. Worked with my attorneys to prepare for my trial testimony; and

g. Remained in regular contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

3. I also expended significant time and energy in the underlying *Avery* litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of that litigation;

c. Collected, reviewed, and produced documents in response to written Defendants' written discovery requests;

d. Sat for a deposition on December 3, 1998, lasting approximately three hours, and spent significant time preparing for that deposition; and

e. Remained in contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

4. I entered a representation agreement with my attorneys that entitles them to 40% of any recovery in attorneys' fees plus reimbursement of reasonable expenses. I found this reasonable at the time given the riskiness of the case, among other things, and I am aware of no other attorneys that were willing to or interested in prosecuting this case.

5. I am aware that Class Counsel have requested fees in the amount of 1/3 of the common fund, plus reimbursement of their litigation expenses. I believe this is reasonable and fair under the circumstances.

6. I have not been promised, nor have I received, anything or any special treatment in return for my participation in this litigation or for providing this declaration.

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 5, 2018, in Ava, New York.

Mark Hale

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated, Plaintiffs v. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD, Defendants.	Case No. 3:12-cv-00660-DRH-SCW Judge David R. Herndon Magistrate Judge Stephen C. Williams

DECLARATION OF TODD SHADLE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL AND MOTION FOR ATTORNEYS' FEES AND COSTS

I, TODD SHADLE, am over the age of twenty-one and I have personal knowledge of the matters set forth herein and believe them to be true and correct.

1. I have been a named plaintiff in the above-captioned action since it was filed in 2012 and was appointed by the Court as a representative of the certified Class. I was also a named plaintiff and class representative in the underlying *Avery* matter.

2. I have expended significant time and energy to advance this litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of the litigation;

c. Collected, reviewed, and produced documents in response to Defendants' written discovery requests;

d. Helped create and review responses to three separate sets of interrogatories;

e. Sat for a deposition on April 16, 2015, lasting approximately five hours, and spent significant time preparing for that deposition;

f. Worked with my attorneys to prepare for my trial testimony; and

g. Remained in regular contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

3. I also expended significant time and energy in the underlying *Avery* litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of that litigation;

c. Collected, reviewed, and produced documents in response to Defendants' written discovery requests;

d. Sat for a deposition on December 2, 1998, lasting approximately three hours, and spent significant time preparing for that deposition;

e. Gave testimony during the *Avery* trial, and spent significant time preparing for trial; and

f. Remained in contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

4. I entered a representation agreement with my attorneys that entitles them to 40% of any recovery in attorneys' fees plus reimbursement of reasonable expenses. I found this

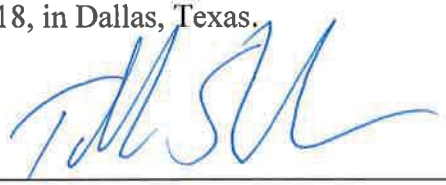
reasonable at the time given the riskiness of the case, among other things, and I am aware of no other attorneys that were willing to or interested in prosecuting this case.

5. I am aware that Class Counsel have requested fees in the amount of 1/3 of the common fund, plus reimbursement of their litigation expenses. I believe this is reasonable and fair under the circumstances.

6. I have not been promised, nor have I received, anything or any special treatment in return for my participation in this litigation or for providing this declaration.

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 5th, 2018, in Dallas, Texas.



Todd Shadle

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated, Plaintiffs v. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD, Defendants.	Case No. 3:12-cv-00660-DRH-SCW Judge David R. Herndon Magistrate Judge Stephen C. Williams

DECLARATION OF LAURIE LOGER IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL AND MOTION FOR ATTORNEYS' FEES AND COSTS

I, LAURIE LOGER, am over the age of twenty-one and I have personal knowledge of the matters set forth herein and believe them to be true and correct.

1. I have been a named plaintiff in the above-captioned action since October 27, 2014, and was appointed by the Court as a representative of the certified Class. I was also a named plaintiff in the underlying *Avery* matter.

2. I have expended significant time and energy to advance this litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of the litigation;

c. Collected, reviewed, and produced documents in response to written Defendants' written discovery requests;

d. Helped create and review responses to three separate sets of interrogatories;

e. Sat for a deposition on May 7, 2015, lasting approximately five hours, and spent significant time preparing for that deposition;

f. Worked with my attorneys to prepare for my trial testimony; and

g. Remained in regular contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

3. I also expended significant time and energy in the underlying *Avery* litigation. Among other things, I:

a. Reviewed and approved the underlying complaint;

b. Reviewed various other briefs and filed documents throughout the course of that litigation;

c. Collected, reviewed, and produced documents in response to written Defendants' written discovery requests;

d. Sat for a deposition in July 1998, and spent significant time preparing for that deposition; and

e. Remained in contact with my attorneys throughout the litigation in an effort to remain up to date on the litigation's status and to oversee my attorneys' efforts.

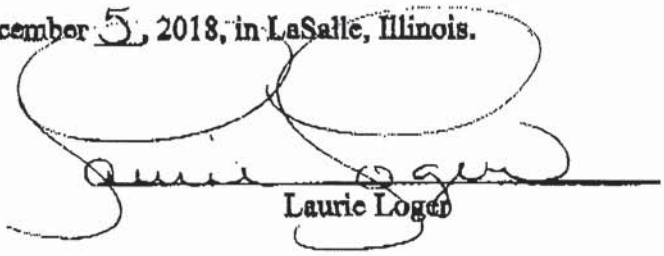
4. I entered a representation agreement with my attorneys that entitles them to 40% of any recovery in attorneys' fees, plus reimbursement of reasonable expenses. I found this reasonable at the time given the riskiness of the case, among other things, and I am aware of no other attorneys that were willing to or interested in prosecuting this case.

5. I am aware that Class Counsel have requested fees in the amount of 1/3 of the common fund, plus reimbursement of their litigation expenses. I believe this is reasonable and fair under the circumstances.

6. I have not been promised, nor have I received, anything or any special treatment in return for my participation in this litigation or for providing this declaration.

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 5, 2018, in LaSalle, Illinois.



Laurie Loger

EXHIBIT 4

Nelson, Robert J.

From: Nelson, Robert J.
Sent: Thursday, November 15, 2018 10:34 AM
To: 'mark@downtonclark.com'
Subject: State Farm class action

Mark: I just left you a telephone message. Would you kindly call me when you have a moment. I am class counsel in the Hale matter in which you recently sought to appear on behalf of Lisa Marlow. Thanks very much.

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Robert J. Nelson
rnelson@lchb.com
t 415.956.1000
f 415.956.1008

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
www.lieffcabraser.com

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
Civil Action No. 3:12-cv-00660-DRH-SCW

MARK HALE, ET AL.,
Plaintiffs,
vs
STATE FARM MUTUAL AUTOMOBILE INSURANCE CO., ET AL.,
Defendants.

\- - - - -

CERTIFICATE OF NON-APPEARANCE OF LISA D. MARLOW

Shutts & Bowen
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

December 5, 2018
9:38 a.m.

Paula G. Satkin, Registered Professional Reporter and Notary Public.
Job No. CHICAGO 3136177

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

KRISTOFER S. RIDDLE, ATTORNEY AT LAW
CLIFFORD LAW OFFICES
120 N. LaSalle Street, 31st Floor
Chicago, IL 60602
312.899.9090
KSR@CliffordLaw.com

ON BEHALF OF THE DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE CO.:

JOSEPH A. CANCILA JR., ATTORNEY AT LAW
RILEY SAFER HOLMES & CANCILA
70 W. Madison Street, Suite 2900
Chicago, IL 60602
312.471.8750
JCancila@RSHC-Law.com

ON BEHALF OF THE DEFENDANT WILLIAM G. SHEPHERD:

RUSSELL K. SCOTT, ATTORNEY AT LAW
GREENSFELDER, HEMPKER & GALE PC
12 Wolf Creek Drive, Suite 100
Belleville, IL 62226
618.239.3612
RKS@Greensfelder.com

C O N T E N T S

E X H I B I T S

P R O C E E D I N G S

MR. RIDDLE: So we're here today for a deposition of Lisa D. Marlow, pursuant to Subpoena properly issued under Rule 45 and by order of Judge Herndon granting the Plaintiffs the right to depose.

Any objectors to the Class? Any objectors to the Class Settlement.

And I'll attach here the subpoena that was issued on November 23, 2018, indicating December 5th at 9:30 a.m. the deposition would take place at Shutts & Bowen, 300 South Orange Avenue in Orlando, Florida. I will mark that as Exhibit 1 to the deposition of Lisa D. Marlow.

(Exhibit Number 1 was marked for identification.)

MR. RIDDLE: And so it's clear, Lisa D. Marlow is not here today, nor is her attorney.

And I also will attach here as Exhibit 2, the Proof of Service on Lisa D. Marlow.

She was served on 11/26 at 8:27 a.m. at her home address, 6710 Hundred Acre Drive, Cocoa, Florida. And she was served by Daniel L. Reese.

(Exhibit Number 2 was marked for identification.)

Just prior to the deposition beginning here today with Lisa Marlow and her attorney not in attendance I called the clerk of the Florida in Orlando and asked them if a Motion to Quash had been filed on behalf of Lisa D. Marlow and they indicated to me that none had been filed yet.

Would you guys like to say anything on the record?

MR. CANCILA: Just to enter appearances, Kris, so I just want to make sure that the appearance for State Farm Mutual Automobile Insurance Company is reflected on the record.

This is Joseph Cancila.

MR. SCOTT: Likewise, this is Russell Scott and I'm appearing today on behalf of the Defendant, William G. Shepherd.

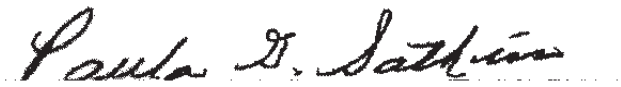
MR. RIDDLE: Thanks, gentlemen. This is Kristofer Riddle on behalf of Plaintiffs.

Okay. That's it. We can go off record.

(Adjourned at 9:41 a.m.)

CERTIFICATE OF NOTARY PUBLIC

I, Paula G. Satkin, the officer before whom the foregoing proceedings were taken, do hereby certify that the foregoing proceeding was taken by me in stenotype and thereafter reduced to typewriting under my direction; that said proceedings is a true record of the proceeding; that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action. My commission #FF105606 expires March 24, 2022.



PAULA G. SATKIN
Notary Public in and for the
State of Florida

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE,
and LAURIE LOGER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, EDWARD
MURNANE, and WILLIAM G. SHEPHERD,

Defendants. No. 12-0660-DRH

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications ("Hilsoft"), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq's Class Action & Claims Solutions, Inc. ("Epiq").

4. On August 24, 2018, I executed my *Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Class Certification Notice Plan* in which I detailed Hilsoft's class action notice experience and attached Hilsoft's *curriculum vitae*. I also provided my

educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. I also detailed the successful implementation and adequacy of the Class Certification Notice Program. Subsequently, on August 31, 2018, I executed my *Supplemental Declaration of Cameron R. Azari, Esq. on Additional Exclusion Requests Received.*

5. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Hilsoft and Epiq, who worked to implement the notification effort.

OVERVIEW

6. In *Hale et al. v. State Farm Mutual Automobile Insurance Company, et al.*, Case No. 12-0660-DRH (S.D.N.Y.), my colleagues and I were asked to design a Settlement Notice Program (or "Notice Plan") to inform Class Members about their rights.

7. On September 5, 2018, the Court approved the Notice Plan as designed by Hilsoft in the *Order Appointing Notice Plan*. Previously, on September 4, 2018, in the *Order Granting Preliminary Settlement Approval*, the Court articulated the Class definition previously certified. The Class is defined as:

> All persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.
>
> Excluded from the class are employees of Defendant State Farm, its officers, its directors, its subsidiaries, or its affiliates. In addition, the following persons are excluded from the class: (1) All persons who resided or garaged their vehicles in Illinois and whose Illinois insurance policies

> were issued/executed prior to April 16, 1994, and (2) all persons who resided in California and whose policies were issued/executed prior to September 26, 1996.
>
> Excluded from the Class are all persons who previously opted out of the class.

8. After the Court's approval of the Settlement Notice Plan, we began to implement the Notice Program. This declaration will detail the successful implementation of the Notice Program and document the completion of the notice activities to date. This declaration will also discuss the administration activities to date.

9. To date, the Notice Plan has been implemented as ordered by the Court, including dissemination of individual notice to known or potential Class Members via postal mail and email, and publication of the Notice in well-read national consumer magazines and on highly trafficked websites. An informational release, sponsored internet search listings and the case website provided additional notice exposures.

10. The combined measurable effort alone reached approximately 78.8% of all U.S. Adults Aged 35+, an estimated average of 2.4 times each.[1] In my experience, the reach and frequency of the Notice Plan meets that of other court-approved notice programs, and has been designed to meet due process requirements.

11. Not reflected in the calculable reach and average frequency of exposures are additional efforts that were utilized such as an informational release, sponsored internet search listings and a case website.

[1] Reach is defined as the percentage of a class exposed to notice, net of any duplication among people who may have been exposed more than once. Notice exposure is defined as the opportunity to see a notice. The average frequency of notice exposure is the average number of times that those reached by a notice would be exposed to the notice.

12. In my opinion, the Notice Program fairly and adequately covered and notified the Class without excluding any demographic group or geographic area.

13. In my opinion, the Notice Plan was the best notice practicable under the circumstances of this case and satisfied the requirements of due process, including the "desire to actually inform.".[2]

NOTICE PLANNING METHODOLOGY

14. The Notice Plan was designed to satisfy the "best notice practicable" standard pursuant to Rule 23 of the Federal Rules of Civil Procedure. Individual notice (in the form of an Email or a Postcard Notice) was sent to all potential Class Members who can be identified with reasonable effort. Data sources and tools that are commonly employed by experts in this field were used to analyze the reach and frequency of the paid media portion of the Notice Program. In particular, GfK Mediamark Research & Intelligence, LLC ("MRI") data[3] provides statistically significant readership. These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the

[2] "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . ." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

[3] GfK Mediamark Research & Intelligence, LLC ("MRI") is a leading source of publication readership and product usage data for the communications industry. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, MRI provides information to magazines, television networks, radio stations, websites, and other media, leading national marketers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

net (unduplicated) reach of a particular media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

15. ***Tools and data trusted by the communications industry and courts***. Virtually all of the nation's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placed each year, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluations of notice programs, and have been regularly accepted by courts.

16. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM has been a trusted source since 1914[4]; Nielsen[5] and Nielsen Audio[6] (formerly Arbitron Inc.) have been relied on since 1950; as well as more recently, comScore.[7] Today, 90-100% of media directors use reach and frequency planning;[8] all of the

[4] Established in 1914 as the Audit Bureau of Circulations ("ABC"), and rebranded as Alliance for Audited Media ("AAM") in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third party auditing organization in the U.S. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM's Board of Directors is comprised of representatives from the publishing and advertising communities.

[5] Nielsen ratings are the audience measurement system developed by the Nielsen Company to determine the audience size and composition of television programming in the United States. Since first debuting in 1950, Nielsen's methodology has become the primary source of audience measurement information in the television industry around the world, including "time-shifted" viewing via television recording devices.

[6] Nielsen Audio (formerly Arbitron Inc., which was acquired by the Nielsen Company and re-branded Nielsen Audio), is an international media and marketing research firm providing radio media data to companies in the media industry, including radio, television, online and out-of-home; the mobile industry as well as advertising agencies and advertisers around the world.

[7] comScore, Inc. is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies and advertisers

leading advertising and communications textbooks cite the need to use reach and frequency planning;[9] and at least 15,000 media professionals in 85 different countries use media planning software.[10]

NOTICE PLAN

CAFA Notice

17. As described in the attached *Declaration of Stephanie J. Fiereck, Esq. on Implementation of CAFA Notice,"* dated September 28, 2018 ("*Fiereck Declaration*")*,* on September 10, 2018, as required by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715, Epiq sent a CAFA notice packet (or "CAFA Notice") to 114 federal and state officials. The CAFA Notice was mailed by certified mail to 112 officials, including the Attorneys General of each of the 50 states, the District of Columbia and the U.S. Territories and the state insurance commissioners of each of the 50 states and the U.S. Territories. The CAFA Notice was also sent by United Parcel Service ("UPS") to the Attorney General of the United States and the Federal Reserve. The *Fiereck Declaration* is included as **Attachment 1**.

---

conducted by William Blair & Company in January 2009, comScore was rated the "most preferred online audience measurement service" by 50% of respondents, a full 25 points ahead of its nearest competitor.

[8] *See generally* Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J.ADVERTISING 32 (1985).

[9] Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING, 93-122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

[10] For example, Telmar is the world's leading supplier of media planning software and support services. Over 15,000 media professionals in 85 countries use Telmar systems for media and marketing planning tools including reach and frequency planning functions. Established in 1968, Telmar was the first company to provide media planning systems on a syndicated basis.

Individual Notice

18. Previously for the Class Certification stage of the case, Epiq received five data files provided by the Defendant containing 1,699,460 total records. Of that total, Epiq identified 1,526,846 unique names/addresses after de-duping efforts/rules were applied. For the Settlement stage of the case, undeliverable addresses (email and mail) from the Class Certification stage were removed as well as email addresses determined to be "junk" email addresses. This resulted in 1,463,386 total mailing records for the Settlement phase: 467,221 for email notice and 996,165 for postcard notice.

Individual Notice – Email

19. On October 1, 2018, Epiq disseminated 467,221 Summary Email Notices to all potential Class Members for whom a facially valid email address was available. A small number of records had more than one associated email address and a Summary Email Notice was disseminated to each of the facially valid email addresses. The Summary Email Notice was created using an embedded html text format. This format provided easy to read text without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Summary Email Notice was transmitted with a unique message identifier. If the receiving email server could not deliver the message, a "bounce code" was returned along with the unique message identifier. For any Summary Email Notice for which a bounce code was received indicating that the message was undeliverable, at least two additional attempts were made to deliver the Notice by email.

20. The Summary Email Notice included an embedded link to the case website. By clicking the link, recipients are able to easily access the Detailed Notice and other information about the case. The Summary Email Notice is included as **Attachment 2**.

21. After completion of the Email Notice effort, 8,253 emails were ultimately undeliverable.

Individual Notice – Mail

22. Prior to mailing, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").[11] Any addresses that were returned by the NCOA database as invalid were updated through a third-party address search service. In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

23. Beginning on October 4, 2018, Epiq sent a Summary Postcard Notice via USPS to the 996,165 records for which a valid email address was not available. Additionally a Summary Postcard Notice was sent via first class mail to each of the 8,253 addresses that "bounced" back as undeliverable in the initial Summary Email Notice effort. Each notice was a two image 4.25" x 5.5" Summary Postcard Notice. A copy of the Summary Postcard Notice as printed and mailed is included as **Attachment 3**.

[11] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

24. The return address on the Summary Postcard Notices is a post office box maintained by Epiq. As of December 3, 2018, Epiq and the USPS have re-mailed 352 Summary Postcard Notices for addresses that were corrected through the USPS. For Summary Postcard Notices that were returned as undeliverable, Epiq undertook additional public record research, using a third-party lookup service ("ALLFIND", maintained by LexisNexis), which as of December 3, 2018, has resulted in the re-mailing of 36,824 Summary Postcard Notices.

25. Additionally, a Detailed Notice was mailed via USPS first class mail to all persons who requested one via the toll-free phone number. As of December 3, 2018, Epiq has mailed 11 Detailed Notices as a result of such requests. A copy of the Detailed Notice as printed and mailed is included as **Attachment 4**.

26. As of December 3, 2018, Epiq has emailed and mailed Notices to 1,463,386 unique Class Members, with notice to 28,846 unique, likely Class Members currently known to be undeliverable. In my experience, this approximate 98% deliverable rate to identified Class members exceeds the expected range and is indicative of the extensive address updating and re-mailing protocols used, as well as the efforts recently expended to mail the notice of Class certification to this same Class.

Consumer Publications

27. The Publication Notice appeared once in the national edition of the weekly magazine *People* on October 19, 2018, as a 1/3 page ad unit. *People* is the number one celebrity and entertainment brand and has the largest audience of any magazine in the United States.

People's circulation is approximately 3.4 million and its readership[12] is over 38.2 million readers per week and an average number of 11.2 readers-per-copy nationwide. The Publication Notice also appeared once in the national bi-weekly magazine *Sports Illustrated* on October 18, 2018, as a 1/3 page ad unit. *Sport Illustrated's* circulation is approximately 2.7 million and its readership is over 16.6 million readers per week and an average number of 6.1 readers-per-copy nationwide.

28. Combined, *People* and *Sports Illustrated* have a total circulation of approximately 6.1 million. Adults were exposed to the Notice through these publications alone more than 54.9 million times during the notice period. This includes the same reader more than once, because readers of one publication read other publications as well. The Publication Notice is included as **Attachment 5**. Copies of the tear sheets for each insertion in each publication are included as **Attachment 6**.

Internet Banner Notice

29. Internet Banner Notices measuring 728 x 90 pixels and 300 x 250 pixels were placed on the online network *Conversant Ad Network* (a network delivering PC impressions to over 9,600 digital properties), *Google Display Network*, and *Oath Ad Network* (formerly known as *Yahoo! Ad Network*). Banner Notices measuring 254 x 133 pixels were also placed on *Facebook*. All Internet Banner Notices were demo-targeted to adults aged 35+ in the United States.

30. Combined, approximately 305 million adult impressions were generated by the Internet Banner Notices, which ran from October 1, 2018 to November 1, 2018. Clicking on the

[12] "Readership" refers to the total number of readers of a specific issue of a publication, including the subscriber and any additional readers.

Banner Notices linked the reader to the case website where they could obtain information about the case. Examples of the Banner Notices are included as **Attachment 7**.

Internet Sponsored Search Listings

31. To facilitate locating the case website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on common keyword combinations such as "State Farm Class Action," "State Farm Vehicle Lawsuit," or "Hale v State Farm Litigation," among others, the sponsored search listing is generally displayed at the top of the page prior to the search results or in the upper right hand column.

32. The sponsored search listings ran from October 1, 2018 to November 17, 2018. In total, the sponsored listings were displayed 11,604 times, resulting in 1,641 clicks that displayed the case website. A complete list of the sponsored search keyword combinations is included as **Attachment 8**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 9**.

Informational Release

33. To build additional reach and extend exposures, on October 1, 2018, a party-neutral Informational Release was issued to approximately 5,000 general media (print and broadcast) outlets across the United States and 5,400 online databases and websites.

34. The Informational Release served a valuable role by providing additional notice exposures beyond that which was provided by the paid media. A copy of the Informational Release as it was distributed is included as **Attachment 10**.

Case Website

35. On May 16, 2018, a neutral, informational, case website was established (www.HalevStateFarmClassAction.com) for the Class Certification stage of the case. On September 28, 2018, the case website was updated with information regarding the Settlement. The website provides potential Class Members with additional information and documents including the Complaints, Detailed Notice Settlement Agreement, Preliminary Approval Order, and answers to frequently asked questions. The case website address was prominently displayed in all printed notice documents. The Banner Notices linked directly to the case website.

36. As of December 3, 2018, there have been 139,231 unique visitors to the case website and over 267,492 individual website pages (home page, FAQ page, etc.) displayed to users for the Settlement phase only.

Toll-free Telephone Number and Postal Mailing Address

37. On May 16, 2018, a toll-free phone number (1-844-420-6491) was established to allow Class Members to call and request that a Notice Package be mailed to them for the Class Certification stage of the case. On September 28, 2018, the toll-free number was updated with information regarding the Settlement. The toll-free number provides Class Members with access to recorded information that includes answers to frequently-asked questions and directs them to the case website or to speak to a live operator. Callers are also able to request that a Detailed Notice be mailed to them. This automated phone system is available 24 hours per day, 7 days per week. As of December 3, 2018, the toll-free number has handled 4,390 calls representing 24,795 minutes of use and live operators have handled 2,236 inbound calls representing 22,513

minutes of use and live operators have handled 251 outbound calls representing 507 minutes of use. All phone stats are for the Settlement phase only.

38. A post office box was established to allow Class Members to contact Epiq by mail with any specific requests or questions.

Objections

39. The deadline for Class Members to submit an objection was November 17, 2018. As of December 3, 2018, Epiq is aware of one objection to the Settlement, that of Lisa D. Marlow. I have reviewed the objection and it does not relate to notice. Ms. Marlow also filed an initial online Claim on October 25, 2018 that indicated she did not have non-OEM (Original Equipment Manufacturer) "crash parts" installed or specified, which would mean she is not a Class Member. The information provided by the objector in response to each question on the Claim, as maintained in Epiq's database, is included on the Confirmation of Claim Filing Details, which is included (with personal contact information redacted) as **Attachment 11**. However, she filed a second Claim on November 7, 2018, which changed her answer to the non-OEM question. Her second claim and accompanying letter (with her personal contact information redacted) is included as **Attachment 12**. Neither of Marlow's claim submissions attached any supporting documents.

Claim Filing

40. For Class Members who received Notice of the Settlement by mail or email and are not a resident of Arkansas or Tennessee, automatic payments will be made to these Class Members and no Claim filing is required. For all other Class Members, the deadline to submit a claim is January 31, 2019. As of December 3, 2018, Epiq has received 12,288 claim forms for

12,163 unique Class Members (256 Arkansas/Tennessee Claim Forms and 12,032 General Claim Forms). Claim Forms have been filed online on the case website or submitted via mail to Epiq. Of the 12,288 claims, 12,101 have been deemed complete, 11 have been deemed incomplete, and 176 are claim submissions have been recently received and are under review.

PERFORMANCE OF THE NOTICE PROGRAM

Reach & Frequency

41. Using standard advertising media industry methodologies to calculate the overlap inherent in exposures to the direct mail and email, measured publication and internet banner ads we arrive at a combined measurable reach of approximately 78.8% of all U.S. Adults Aged 35+, approximately 2.4 times. Reach was enhanced further by an informational release, sponsored internet search listings and a case website.

42. Many courts have accepted and understood that a greater than 70 percent reach is more than adequate. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[13] Here we were able to develop a Notice Plan that reached well within this range (approximately 78.8%) that was broad in scope and was designed to reach the greatest practicable number of Class Members.

CONCLUSION

[13] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf.

43. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential Class Members and, in a class certification class action notice situation such as this, that the notice or notice program itself not limit knowledge of the ability to exercise other options—to Class Members in any way. All of these requirements were met in this case.

44. Our notice effort followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

A. "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974) citing *Mullane* at 314.

45. The Notice Program provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23, and comported with the guidance for effective notice articulated in the Manual for Complex Litigation 4th.

46. As reported above, the Notice Plan effectively reached approximately 78.8% of all U.S. Adults Aged 35+, approximately 2.4 times. It delivered "noticeable" Notices to capture

Class Members' attention, and provided them with information necessary to understand their rights and options.

47. The Notice Plan schedule afforded enough time to provide full and proper notice to Class Members before the November 17, 2018 deadline to object to the proposed Settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 6th, 2018.

Cameron R. Azari, Esq.

Attachment 1

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

MARK HALE, TODD SHADLE, and LAURIE LOGER, on behalf of themselves and all others similarly situated, Plaintiffs, v. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, EDWARD MURNANE, and WILLIAM G. SHEPHERD, Defendants.	Case No. 3:12-cv-00660-DRH-SCW

DECLARATION OF STEPHANIE J. FIERECK, ESQ.
ON IMPLEMENTATION OF CAFA NOTICE

I, STEPHANIE J. FIERECK, ESQ., hereby declare and state as follows:

1. My name is Stephanie J. Fiereck, Esq. I am over the age of 21 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Legal Notice Manager for Epiq Class Action & Claims Solutions, Inc. ("Epiq"), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans.

3. Epiq is a firm with more than 20 years of experience in claims processing and settlement administration. Epiq's class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service, claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for the Defendants, 114 officials, which included the Attorney General of the United States, and the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories, the state insurance commissioners of each of the 50 states and the United States Territories, and the Federal Reserve were identified to receive the CAFA notice.

6. Epiq maintains a list of these state and federal officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").[1]

7. On September 10, 2018, Epiq sent 114 CAFA Notice Packages ("Notice"). The Notice was mailed by certified mail to 112 officials, including the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories, and the state insurance commissioners of each of the 50 states and the United States Territories. The Notice was also sent by United Parcel Service ("UPS") to the Attorney General of the United States and the Federal Reserve. The CAFA Notice Service List (USPS Certified Mail and UPS) is included hereto as **Attachment 1**.

8. The materials sent included a cover letter which provided notice of the proposed settlement of the above-captioned case. The cover letter is included hereto as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

[1] CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- Exhibit 1 – Plaintiffs' Second Amended Class Action Complaint, filed on September 4, 2018 (Dkt. 943).
- Exhibit 2 – Plaintiffs' First Amended Class Action Complaint in the above-captioned matter, dated November 4, 2014 (Dkt. 289).
- Exhibit 3 – Plaintiffs' Class Action Complaint, dated May 29, 2012 (Dkt. 2).
- Exhibit 4 – Settlement Agreement (Dkt. 941).
- Exhibit 5 – Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (Dkt. 939).
- Exhibit 6 – Defendant State Farm Mutual Automobile Insurance Company's Separate Submission in Support of Preliminary Approval of Proposed Class Settlement (Dkt. 940).
- Exhibit 7 – Order of September 4, 2018 Granting Preliminary Settlement Approval (Dkt. 942).
- Exhibit 8 – Plaintiffs' Notice of Filing of Proposed Class Action Settlement Notice Plan (Dkt. 945).
- Exhibit 9 – Order Approving Notice Plan (Dkt. 947).
- Exhibit 10 – Class Member Geographic Location – Names by State.
- Exhibit 11 – Class Member Geographic Location – Percentage by State.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 28, 2018.

Stephanie J. Fiereck, Esq.

Attachment 1

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Jeff Sessions	950 Pennsylvania Ave NW		Washington	DC	20530
Federal Reserve	Jerome H. Powell	Chairman	20th St and Constitution Ave NW	Washington	DC	20551

CAFA Notice Service List

USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Jahna Lindemuth	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Cynthia Coffman	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	George Jepsen	55 Elm St		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	441 4th St NW		Washington	DC	20001
Office of the Attorney General	Matt Denn	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Pam Bondi	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Russell Suzuki	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Lisa Madigan	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Curtis T Hill Jr	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Andy Beshear	Capitol Ste 118	700 Capitol Ave	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	1885 N Third St		Baton Rouge	LA	70802
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Janet T Mills	6 State House Sta		Augusta	ME	04333
Department of Attorney General	Bill Schuette	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Lori Swanson	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Josh Hawley	PO Box 899		Jefferson City	MO	65102
MS Attorney General's Office	Jim Hood	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Tim Fox	Department of Justice	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol		Lincoln	NE	68509
Office of the Attorney General	Gordon MacDonald	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Gurbir S Grewal	8th Fl West Wing	25 Market St	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Adam Paul Laxalt	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	Barbara Underwood	The Capitol		Albany	NY	12224
Office of the Attorney General	Mike DeWine	30 E Broad St 14th Fl		Columbus	OH	43215
Office of the Attorney General	Mike Hunter	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter Kilmartin	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	Rembert Dennis Office Bldg	1000 Assembly St Rm 519	Columbia	SC	29201
Office of the Attorney General	Marty J Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	Utah State Capitol Complex	350 North State St Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Brad D. Schimel	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrisey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Peter K Michael	2320 Capitol Avenue		Cheyenne	WY	82002
Department of Legal Affairs	Talauega Eleasalo V. Ale	Executive Office Building	3rd Floor	Pago Pago	AS	96799
Attorney General Office of Guam	Elizabeth Barrett-Anderson	ITC Building	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Wanda Vazquez Garced	Apartado 9020192		San Juan	PR	00902
Department of Justice	Claude Walker	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

CAFA Notice Service List

State Insurance Commissioners

USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Alabama Department of Insurance	JIM L. RIDLING	PO Box 303351		Montgomery	AL	36130
Alaska Dept Commerce Comm. & Econ. Dev.	LORI K. WING-HEIER	Division of Insurance	550 West 7th Avenue Suite 1560	Anchorage	AK	99501
Arizona Department of Insurance	KEITH SCHRAAD	100 N 15th Ave	Suite 102	Phoenix	AZ	85007
Arkansas Insurance Department	ALLEN W. KERR	1200 West Third Street		Little Rock	AR	72201
California Department of Insurance	DAVE JONES	300 Capitol Mall	Suite 1700	Sacramento	CA	95814
Colorado Dept of Regulatory Agencies	MICHAEL CONWAY	Division of Insurance	1560 Broadway Suite 850	Denver	CO	80202
Connecticut Insurance Department	KATHARINE L. WADE	PO Box 816		Hartford	CT	06142
Delaware Department of Insurance	TRINIDAD NAVARRO	841 Silver Lake Boulevard		Dover	DE	19904
Government of the District of Columbia	STEPHEN C. TAYLOR	Department of Insurance Securities & Banking	1050 First Street NE Suite 801	Washington	DC	20002
Office of Insurance Regulation	DAVID ALTMAIER	The Larson Building	200 E. Gaines Street Rm 101A	Tallahassee	FL	32399
Office of Ins. & Safety Fire Commissioner	RALPH T. HUDGENS	Two Martin Luther King Jr. Dr.	West Tower Suite 704	Atlanta	GA	30334
Dept of Commerce & Consumer Affairs	GORDON I. ITO	Insurance Division	PO Box 3614	Honolulu	HI	96811
Idaho Department of Insurance	DEAN CAMERON	PO Box 83720		Boise	ID	83720
Illinois Department of Insurance	JENNIFER HAMMER	320 W Washington Street		Springfield	IL	62767
Indiana Department of Insurance	STEPHEN W. ROBERTSON	311 W Washington Street	Suite 103	Indianapolis	IN	46204
Iowa Insurance Division	DOUG OMMEN	Two Ruan Center	601 Locust 4th Floor	Des Moines	IA	50309
Kansas Insurance Department	KEN SELZER	420 SW 9th Street		Topeka	KS	66612
Kentucky Department of Insurance	NANCY G. ATKINS	PO Box 517		Frankfort	KY	40602
Louisiana Department of Insurance	JAMES J. DONELON	PO Box 94214		Baton Rouge	LA	70804
Department of Professional & Financial Reg.	ERIC A. CIOPPA	Maine Bureau of Insurance	34 State House Station	Augusta	ME	04333
Maryland Insurance Administration	AL REDMER JR.	200 St Paul Place	Suite 2700	Baltimore	MD	21202
Office of Consumer Affairs & Business Reg.	GARY ANDERSON	Massachusetts Division of Insurance	1000 Washington Street 8th Floor	Boston	MA	02118
Dept. of Insurance & Financial Services	PATRICK M. MCPHARLIN	PO Box 30220		Lansing	MI	48909
Minnesota Department of Commerce	JESSICA LOOMAN	85 7th Place East	Suite 500	St Paul	MN	55101
Mississippi Insurance Department	MIKE CHANEY	PO Box 79		Jackson	MS	39205
Missouri Dept Ins. Fin. Institutions & Prof. Reg.	CHLORA LINDLEY-MYERS	PO Box 690		Jefferson City	MO	65102
Montana Office Commissioner Securities & Ins.	MATTHEW ROSENDALE	Montana State Auditor	840 Helena Avenue	Helena	MT	59601
Nebraska Department of Insurance	BRUCE R. RAMGE	PO Box 82089		Lincoln	NE	68501
Nevada Dept. of Business & Industry	BARBARA RICHARDSON	Division of Insurance	1818 East College Pkwy Suite 103	Carson City	NV	89706
New Hampshire Insurance Department	JOHN ELIAS	21 South Fruit Street	Suite 14	Concord	NH	03301
New Jersey Department of Banking & Ins.	MARLENE CARIDE	20 West State Street	PO Box 325	Trenton	NJ	08625
Office of Superintendent of Insurance	JOHN G. FRANCHINI	PO Box 1689		Santa Fe	NM	87504
New York State Dept. of Financial Services	MARIA T. VULLO	One State Street		New York	NY	10004
North Carolina Department of Insurance	MIKE CAUSEY	1201 Mail Service Center		Raleigh	NC	27699
North Dakota Insurance Department	JON GODFREAD	State Capitol Fifth Floor	600 E. Boulevard Avenue	Bismarck	ND	58505
Ohio Department of Insurance	JILLIAN FROMENT	50 West Town Street	Third Floor Suite 300	Columbus	OH	43215
Oklahoma Insurance Department	JOHN D. DOAK	Five Corporate Plaza	3625 NW 56th Street Suite 100	Oklahoma City	OK	73112
Oregon Dept. of Consumer & Bus Srvcs	ANDREW STOLFI	Division of Financial Regulation	PO Box 14480	Salem	OR	97309
Pennsylvania Insurance Department	JESSICA ALTMAN	1326 Strawberry Square		Harrisburg	PA	17120
State of Rhode Island Dept of Business Reg.	ELIZABETH KELLEHER DWYER	Division of Insurance	1511 Pontiac Avenue Building 69-2	Cranston	RI	02920
South Carolina Department of Insurance	RAYMOND G. FARMER	PO Box 100105		Columbia	SC	29202
South Dakota Dept of Labor & Reg. Div. of Ins.	LARRY DEITER	South Dakota Division of Insurance	124 South Euclid Avenue 2nd Floor	Pierre	SD	57501
Tennessee Department of Commerce & Ins.	JULIE MIX MCPEAK	Davy Crockett Tower Twelfth Floor	500 James Robertson Parkway	Nashville	TN	37243
Texas Department of Insurance	KENT SULLIVAN	PO Box 149104		Austin	TX	78714
Utah Insurance Department	TODD E. KISER	3110 State Office Building		Salt Lake City	UT	84114
Department of Financial Regulation	MICHAEL S. PIECIAK	89 Main Street		Montpelier	VT	05620
Virginia State Corporation Commission	SCOTT A. WHITE	Bureau of Insurance	PO Box 1157	Richmond	VA	23218
Washington State Office of the Ins. Comm.	MIKE KREIDLER	PO Box 40256		Olympia	WA	98504
West Virginia Offices of the Insurance Comm.	ALLAN L. McVEY	PO Box 50540		Charleston	WV	25305
State of Wisconsin Office of the Comm. of Ins.	TED NICKEL	PO Box 7873		Madison	WI	53707
Wyoming Insurance Department	TOM GLAUSE	106 East 6th Avenue		Cheyenne	WY	82002
Office of the Governor	PETER FUIMAONO	American Samoa Government	A P Lutali Executive Office Building	Pago Pago	AS	96799
Department of Revenue & Taxation	JOHN P. CAMACHO	Regulatory Division	PO Box 23607	GMF Barrigada	GU	96921
Commonwealth N Mariana Islands Dept Comm.	MARK O. RABAULIMAN	Office of the Insurance Commissioner	Caller Box 10007 CK	Saipan	MP	96950
Office of the Commissioner of Insurance	JAVIER RIVERA RIOS	B5 Calle Tabonuco	Suite 216 PMB356	Guaynabo	PR	00968
Office of the Lieutenant Governor	OSBERT POTTER	Division of Banking & Insurance	1131 King Street 3rd Floor Suite 101	Christiansted St. Croix	VI	00820

Attachment 2

RILEY SAFER HOLMES & CANCILA LLP

rshc

Joseph A. Cancila, Jr.
312-471-8750
jcancila@rshc-law.com

September 10, 2018

The Attorneys General, State Insurance Commissioners and Federal Reserve Bank identified in the attached Exhibit A

Re: ***Hale v. State Farm Automobile Insurance Company et al.,*** **Case No. 12-cv-660 (DRH) (SCW) (S.D. Ill.)**

To Whom It May Concern:

Pursuant to the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, State Farm Mutual Automobile Insurance Company ("State Farm"), on behalf of itself and the individual defendants (Ed Murnane and William G. Shepherd), hereby provides this Notice of the proposed class action settlement in the above-referenced matter, currently pending in the U.S. District Court for the Southern District of Illinois.

On September 4, 2018, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (Dkt. 939), and State Farm filed its Separate Submission in Support of Preliminary Approval of Proposed Class Settlement (Dkt. 940). The Court granted preliminary approval of the settlement on September 4, 2018 (Dkt. 942; *see also* Dkt. 941). Pursuant to 28 U.S.C. §§ 1715(b)(1), (2), (3), (4), (5), (7) and (8), enclosed please find copies of the following on the accompanying CD:

- Plaintiffs' Second Amended Class Action Complaint, filed on September 4, 2018 (Dkt. 943) [included on the accompanying CD as Exhibit 1].
- Plaintiffs' First Amended Class Action Complaint in the above-captioned matter, dated November 4, 2014 (Dkt. 289) [included on the accompanying CD as Exhibit 2].
- Plaintiffs' Class Action Complaint, dated May 29, 2012 (Dkt. 2) [included on the accompanying CD as Exhibit 3].
- Settlement Agreement (Dkt. 941) [included on the accompanying CD as Exhibit 4].
- Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (Dkt. 939) [included on the accompanying CD as Exhibit 5].

- Defendant State Farm Mutual Automobile Insurance Company's Separate Submission in Support of Preliminary Approval of Proposed Class Settlement (Dkt. 940) [included on the accompanying CD as Exhibit 6].

- Order of September 4, 2018 Granting Preliminary Settlement Approval (Dkt. 942) [included on the accompanying CD as Exhibit 7].

With respect to 28 U.S.C. § 1715(b)(2), a fairness hearing regarding the proposed settlement is currently scheduled for December 13, 2018 at 9:00 a.m. in the East St. Louis United States Courthouse before Judge Herndon. [*See* Exhibit 7, at ¶ 18].

With respect to 28 U.S.C. § 1715(b)(3), no right to request exclusion from the class exists. Class Notice and an opportunity to request exclusion was previously given in May 2018 and the deadline to request exclusion from the Class has passed. The Class Settlement Notice Plan was filed with the Court on September 5, 2018 (Dkt. 945) [included on the accompanying CD as Exhibit 8], and approved by the Court the same day (Dkt. 947) [included on the accompanying CD as Exhibit 9].

With respect to 28 U.S.C. § 1715(b)(5), there has been no other settlement or agreement contemporaneously made between Counsel for Plaintiffs and Counsel for Defendants besides the proposed Settlement submitted herewith (Dkt. 941). With regard to 28 U.S.C. § 1715(b)(6) and (8), there has been no final judgment or notice of dismissal filed relating to the proposed settlement.

With respect to 28 U.S.C. § 1715(b)(7), because the applicable records from the relevant class period are incomplete, State Farm does not have access to information regarding the state of residence of all class members. State Farm has been able to identify the names and addresses of a portion of the likely class members, to whom class settlement notice is being sent by mail or email. As such, pursuant to 28 U.S.C. § 1715(b)(7)(A), State Farm provides herewith the names of those known likely class members residing in each state, and the estimated proportionate share of such identified class members in each state [included on the accompanying CD as Exhibits 10 and 11].

Please do not hesitate to contact me with any questions pertaining to this Notice.

Sincerely,

Joseph A. Cancila, Jr.,
One of the Attorneys for State Farm Mutual Automobile Insurance Company

Enclosures

Exhibit A

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Jeff Sessions	950 Pennsylvania Ave NW		Washington	DC	20530
Federal Reserve	Jerome H. Powell	Chairman	20th St and Constitution Ave NW	Washington	DC	20551
Alabama Department of Insurance	JIM L. RIDLING	PO Box 303351		Montgomery	AL	36130
Alaska Dept Commerce Comm. & Econ. Dev.	LORI K. WING-HEIER	Division of Insurance	550 West 7th Avenue Suite 1560	Anchorage	AK	99501
Arizona Department of Insurance	KEITH SCHRAAD	100 N 15th Ave	Suite 102	Phoenix	AZ	85007
Arkansas Insurance Department	ALLEN W. KERR	1200 West Third Street		Little Rock	AR	72201
California Department of Insurance	DAVE JONES	300 Capitol Mall	Suite 1700	Sacramento	CA	95814
Colorado Dept of Regulatory Agencies	MICHAEL CONWAY	Division of Insurance	1560 Broadway Suite 850	Denver	CO	80202
Connecticut Insurance Department	KATHARINE L. WADE	PO Box 816		Hartford	CT	06142
Delaware Department of Insurance	TRINIDAD NAVARRO	841 Silver Lake Boulevard		Dover	DE	19904
Government of the District of Columbia	STEPHEN C. TAYLOR	Department of Insurance Securities & Banking	1050 First Street NE Suite 801	Washington	DC	20002
Office of Insurance Regulation	DAVID ALTMAIER	The Larson Building	200 E. Gaines Street Rm 101A	Tallahassee	FL	32399
Office of Ins. & Safety Fire Commissioner	RALPH T. HUDGENS	Two Martin Luther King Jr. Dr.	West Tower Suite 704	Atlanta	GA	30334
Dept of Commerce & Consumer Affairs	GORDON I. ITO	Insurance Division	PO Box 3614	Honolulu	HI	96811
Idaho Department of Insurance	DEAN CAMERON	PO Box 83720		Boise	ID	83720
Illinois Department of Insurance	JENNIFER HAMMER	320 W Washington Street		Springfield	IL	62767
Indiana Department of Insurance	STEPHEN W. ROBERTSON	311 W Washington Street	Suite 103	Indianapolis	IN	46204
Iowa Insurance Division	DOUG OMMEN	Two Ruan Center	601 Locust 4th Floor	Des Moines	IA	50309
Kansas Insurance Department	KEN SELZER	420 SW 9th Street		Topeka	KS	66612
Kentucky Department of Insurance	NANCY G. ATKINS	PO Box 517		Frankfort	KY	40602
Louisiana Department of Insurance	JAMES J. DONELON	PO Box 94214		Baton Rouge	LA	70804
Department of Professional & Financial Reg.	ERIC A. CIOPPA	Maine Bureau of Insurance	34 State House Station	Augusta	ME	04333
Maryland Insurance Administration	AL REDMER JR.	200 St Paul Place	Suite 2700	Baltimore	MD	21202
Office of Consumer Affairs & Business Reg.	GARY ANDERSON	Massachusetts Division of Insurance	1000 Washington Street 8th Floor	Boston	MA	02118
Dept. of Insurance & Financial Services	PATRICK M. MCPHARLIN	PO Box 30220		Lansing	MI	48909
Minnesota Department of Commerce	JESSICA LOOMAN	85 7th Place East	Suite 500	St Paul	MN	55101
Mississippi Insurance Department	MIKE CHANEY	PO Box 79		Jackson	MS	39205
Missouri Dept Ins. Fin. Institutions & Prof. Reg.	CHLORA LINDLEY-MYERS	PO Box 690		Jefferson City	MO	65102
Montana Office Commissioner Securities & Ins.	MATTHEW ROSENDALE	Montana State Auditor	840 Helena Avenue	Helena	MT	59601
Nebraska Department of Insurance	BRUCE R. RAMGE	PO Box 82089		Lincoln	NE	68501
Nevada Dept. of Business & Industry	BARBARA RICHARDSON	Division of Insurance	1818 East College Pkwy Suite 103	Carson City	NV	89706
New Hampshire Insurance Department	JOHN ELIAS	21 South Fruit Street	Suite 14	Concord	NH	03301
New Jersey Department of Banking & Ins.	MARLENE CARIDE	20 West State Street	PO Box 325	Trenton	NJ	08625
Office of Superintendent of Insurance	JOHN G. FRANCHINI	PO Box 1689		Santa Fe	NM	87504
New York State Dept. of Financial Services	MARIA T. VULLO	One State Street		New York	NY	10004
North Carolina Department of Insurance	MIKE CAUSEY	1201 Mail Service Center		Raleigh	NC	27699
North Dakota Insurance Department	JON GODFREAD	State Capitol Fifth Floor	600 E. Boulevard Avenue	Bismarck	ND	58505
Ohio Department of Insurance	JILLIAN FROMENT	50 West Town Street	Third Floor Suite 300	Columbus	OH	43215
Oklahoma Insurance Department	JOHN D. DOAK	Five Corporate Plaza	3625 NW 56th Street Suite 100	Oklahoma City	OK	73112
Oregon Dept. of Consumer & Bus Srvcs	ANDREW STOLFI	Division of Financial Regulation	PO Box 14480	Salem	OR	97309
Pennsylvania Insurance Department	JESSICA ALTMAN	1326 Strawberry Square		Harrisburg	PA	17120
State of Rhode Island Dept of Business Reg.	ELIZABETH KELLEHER DWYER	Division of Insurance	1511 Pontiac Avenue Building 69-2	Cranston	RI	02920
South Carolina Department of Insurance	RAYMOND G. FARMER	PO Box 100105		Columbia	SC	29202
South Dakota Dept of Labor & Reg. Div. of Ins.	LARRY DEITER	South Dakota Division of Insurance	124 South Euclid Avenue 2nd Floor	Pierre	SD	57501
Tennessee Department of Commerce & Ins.	JULIE MIX MCPEAK	Davy Crockett Tower Twelfth Floor	500 James Robertson Parkway	Nashville	TN	37243
Texas Department of Insurance	KENT SULLIVAN	PO Box 149104		Austin	TX	78714
Utah Insurance Department	TODD E. KISER	3110 State Office Building		Salt Lake City	UT	84114
Department of Financial Regulation	MICHAEL S. PIECIAK	89 Main Street		Montpelier	VT	05620
Virginia State Corporation Commission	SCOTT A. WHITE	Bureau of Insurance	PO Box 1157	Richmond	VA	23218
Washington State Office of the Ins. Comm.	MIKE KREIDLER	PO Box 40256		Olympia	WA	98504
West Virginia Offices of the Insurance Comm.	ALLAN L. McVEY	PO Box 50540		Charleston	WV	25305
State of Wisconsin Office of the Comm. of Ins.	TED NICKEL	PO Box 7873		Madison	WI	53707
Wyoming Insurance Department	TOM GLAUSE	106 East 6th Avenue		Cheyenne	WY	82002
Office of the Governor	PETER FUIMAONO	American Samoa Government	A P Lutali Executive Office Building	Pago Pago	AS	96799
Department of Revenue & Taxation	JOHN P. CAMACHO	Regulatory Division	PO Box 23607	GMF Barrigada	GU	96921
Commonwealth N Mariana Islands Dept Comm.	MARK O. RABAULIMAN	Office of the Insurance Commissioner	Caller Box 10007 CK	Saipan	MP	96950
Office of the Commissioner of Insurance	JAVIER RIVERA RIOS	B5 Calle Tabonuco	Suite 216 PMB356	Guaynabo	PR	00968
Office of the Lieutenant Governor	OSBERT POTTER	Division of Banking & Insurance	1131 King Street 3rd Floor Suite 101	Christiansted St. Croix	VI	00820
Office of the Attorney General	Jahna Lindemuth	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Cynthia Coffman	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	George Jepsen	55 Elm St		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	441 4th St NW		Washington	DC	20001

Exhibit A

Office of the Attorney General	Matt Denn	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Pam Bondi	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Russell Suzuki	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Lisa Madigan	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Curtis T Hill Jr	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Andy Beshear	Capitol Ste 118	700 Capitol Ave	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	1885 N Third St		Baton Rouge	LA	70802
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Janet T Mills	6 State House Sta		Augusta	ME	04333
Department of Attorney General	Bill Schuette	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Lori Swanson	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Josh Hawley	PO Box 899		Jefferson City	MO	65102
MS Attorney General's Office	Jim Hood	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Tim Fox	Department of Justice	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol		Lincoln	NE	68509
Office of the Attorney General	Gordon MacDonald	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Gurbir S Grewal	8th Fl West Wing	25 Market St	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Adam Paul Laxalt	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	Barbara Underwood	The Capitol		Albany	NY	12224
Office of the Attorney General	Mike DeWine	30 E Broad St 14th Fl		Columbus	OH	43215
Office of the Attorney General	Mike Hunter	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter Kilmartin	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	Rembert Dennis Office Bldg	1000 Assembly St Rm 519	Columbia	SC	29201
Office of the Attorney General	Marty J Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	Utah State Capitol Complex	350 North State St Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Brad D. Schimel	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrisey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Peter K Michael	2320 Capitol Avenue		Cheyenne	WY	82002
Department of Legal Affairs	Talauega Eleasalo V. Ale	Executive Office Building	3rd Floor	Pago Pago	AS	96799
Attorney General Office of Guam	Elizabeth Barrett-Anderson	ITC Building	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Wanda Vazquez Garced	Apartado 9020192		San Juan	PR	00902
Department of Justice	Claude Walker	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

Attachment 2

From: mail@msgbsvc.com <mail@msgbsvc.com> **On Behalf Of** Hale v. State Farm Class Action
Sent: Tuesday, September 25, 2018 8:35 AM
To: [redacted]
Subject: HTML Sample -- Hale v. State Farm Settlement Notice

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998 you could get money from a class action settlement.

A $250 million settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website. The Defendants deny that they did anything wrong. The Court has not decided who is right.

You received this email because State Farm's records indicate you may be a Class Member. The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website. You were sent a prior notice in May of this year noting that the Court had certified a Class for trial. The lawsuit has now settled.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of $250 million. If you received this email or a postcard notice in the mail, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). Once the Settlement is final, you will *automatically* receive payment. Those who were not sent notice, or who currently have Arkansas or Tennessee addresses, but believe they are members of the Settlement Class, may file a claim online or by mail**, by January 31, 2019**. You may also call or visit the website to confirm or update your address or to request an electronic payment. Your unique ID # is A23ED2EDF4.

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website explains how to object. The Court will hold a hearing on **December 13, 2018 at 9:00 a.m.** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of $25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

Please note: This e-mail message was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

Attachment 3

Hale v. State Farm Class Action Administrator
PO Box 5053
Portland, OR 97208-5053

Presorted
First-Class Mail
US Postage
PAID
TGC

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, you could get money from a class action settlement.

Important Notice About a Class Action Settlement

1 [redacted]

 LEGAL NOTICE

A $250 million settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website below. The Defendants deny that they did anything wrong. The Court has not decided who is right.

You received this notice because State Farm's records indicate you may be a Class Member. The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website. You were sent a prior notice in May of this year noting that the Court had certified a Class for trial. The lawsuit has now settled.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of $250 million. If you received this postcard notice or a notice in your email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). Once the Settlement is final, you will *automatically* receive payment. Those who were not sent notice, or who currently have Arkansas or Tennessee addresses, but believe they are members of the Settlement Class, may file a claim online at the website or by mail, by **January 31, 2019**. You may also call or visit the website to confirm or update your address or to request an electronic payment. Your unique ID # is [redacted]

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website listed below explains how to object. The Court will hold a hearing on **December 13, 2018 at 9:00 a.m.** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of $25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

www.HalevStateFarmClassAction.com • 1-844-420-6491

Attachment 4

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF ILLINOIS

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, you could get money from a class action settlement.

A federal court directed this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that State Farm, Ed Murnane, and William Shepherd (the "Defendants") violated the law in an attempt to overturn, in the Illinois Supreme Court, a $1.05 billion judgment in favor of approximately 4.7 million State Farm policyholders, which would allow State Farm to avoid paying the amount of the judgment rendered in plaintiffs' favor in the trial court. The Defendants deny all allegations of wrongdoing and the Court has not decided who is right.

- If you received a postcard notice or a notice in your email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). Once the court approves the Settlement, you will automatically be sent a check in the mail. Those who were not sent notice, or who currently have Arkansas or Tennessee addresses, but believe they are members of the Class, may file a claim online at the website listed below or by mail. You may also call or visit the website to confirm or update your address or to request an electronic payment.

- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE AN AUTOMATIC PAYMENT	If you were sent notice of the Settlement in the mail or by email, you will receive a payment automatically (unless you have an Arkansas or Tennessee address). If you were not sent notice of the Settlement and do nothing, you will receive nothing from the Settlement.
SUBMIT A CLAIM FORM	If you were not sent notice of the Settlement, or if you have an Arkansas or Tennessee address, but believe you are a member of the Class, you may submit a Claim Form seeking cash payment. Claim Forms can be submitted online or by mail.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, payments will be distributed. Please be patient.

QUESTIONS? CALL 1-844-420-6491 OR VISIT www.HalevStateFarmClassAction.com

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why is there a notice?

A Court has established, or "certified," this case as a class action lawsuit.

If you are a Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This notice explains all of these things.

Judge David R. Herndon of the United States District Court for the Southern District of Illinois (the "Court") is currently overseeing this case. The case is known as Hale v. State Farm Mutual Automobile Insurance Company, Case No. 12-cv-00660-DRH. The people who sued are called the Plaintiffs. The company and people they are suing, State Farm, Edward Murnane and William G. Shepherd, are called the Defendants.

2. What is this lawsuit about?

In the First Amended Class Action Complaint (available at the website), Plaintiffs claimed that the Defendants violated the RICO statute in an attempt to overturn, in the Illinois Supreme Court, a $1.05 billion judgment in *Avery v. State Farm Mutual Automobile Insurance Company* in favor of approximately 4.7 million State Farm policyholders, which would allow State Farm to avoid paying the amount of the judgment rendered in plaintiffs' favor in the trial court. Plaintiffs bring this class action for damages against Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961 et seq. In the Second Amended Class Action Complaint (available at the website), Plaintiffs added a claim for unjust enrichment. The Settlement, if approved and once final, releases all claims in the class action.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Mark Hale, Todd Shadle, and Laurie Loger) sue on behalf of people who have similar claims. All these people are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who excluded themselves from the Class. The Court certified this case as a class action on September 16, 2016, and an earlier class notice was sent in May 2018. Orders, notices, and schedules relating to the case are posted on the website.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

5. Who is included in the Settlement?

The Court has decided that everyone who fits the following description is a Class Member:

The Class includes: All persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

Excluded from the class are employees of Defendant State Farm, its officers, its directors, its subsidiaries, and its affiliates. In addition, the following persons are excluded from the class: (1) All persons who resided or garaged their vehicles in Illinois and whose Illinois insurance policies were issued/executed prior to April 16, 1994, and (2) all persons who resided in California and whose policies were issued/executed prior to September 26, 1996.

If you excluded yourself from the Class on or before August 14, 2018 in response to the prior class notice, then you are not included in the Settlement.

6. What if I'm a resident of Arkansas or Tennessee?

If you are a resident of Arkansas or Tennessee, you will not receive an automatic payment. However, if you lived in a different state at the time you made the claim for vehicle repairs and believe that you are a member of the Class, you may submit a Claim Form seeking a payment.

7. What if my policy was issued or executed in California or Illinois?

If your policy at the time you made the claim for vehicle repairs was issued or executed in California or Illinois, whether you are a Class Member depends on when your policy was issued or executed. If you resided or garaged your vehicle in Illinois and your Illinois insurance policy was issued/executed prior to April 16, 1994, you are not a member of the Class. If you resided in California and your policy was issued/executed prior to September 26, 1996, you are not a member of the Class.

If you believe you fit one of these exclusions and are not a member of the Class but received a postcard or email advising you that you will receive an automatic payment, you may call or visit the website to remove yourself from the list, in which case you will not receive a payment, or you may simply decline to cash or deposit the check when you receive it. By cashing or depositing the check, you will be agreeing that you are a member of the Class.

8. What are "Crash Parts?"

Crash parts include: (1) fenders; (2) hoods; (3) doors; (4) deck lids; (5) luggage lid panels; (6) quarter panels; (7) rear outer panels; (8) front-end panels; (9) header panels; (10) filler panels; (11) door shells; (12) pickup truck beds, box sides, and tail gates; (13) radiator/grill support panels; (14) grilles; (15) headlamp mounting panels/brackets/housings/lenses; (16) tail lamp mounting panels/brackets/housings/lenses; (17) cutter body mouldings; (18) door body side moulding; (19) front wheel opening mouldings; (20) side mouldings; (21) front and rear fascias; (22) outer panel mounting

brackets, supports, and surrounds; (23) bumpers (excluding chrome bumpers); (24) bumper covers/face bars; and (25) bumper brackets/supports.

9. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.HalevStateFarmClassAction.com, call toll-free 1-844-420-6491, or write to Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053, for more information.

THE SETTLEMENT BENEFITS

10. What does the Settlement provide?

Under the Settlement, State Farm has agreed to pay $250 million. The Settlement Agreement can be found at the website. Class Members will release the Defendants from all past, present and future claims relating to the subject matter of the lawsuit and the *Avery* lawsuit, including RICO claims, unjust enrichment claims, due process claims, and any and all claims, whether known or unknown, that could have been asserted in this lawsuit or in the *Avery* lawsuit.

Following payment of settlement administration costs, current and past class notice costs, and attorneys' fees, expenses, and service awards determined by the Court, each eligible Class Member will receive an equal share of the remaining settlement fund. The exact amount of the payment will depend in part on the number of claims filed by Class Members who did not receive a postcard or email regarding an automatic payment.

If any funds remain after these payments are made, Class Counsel will submit an additional Class distribution plan to the Court for approval. If the amount of funds remaining is so small that redistribution among Class Members is cost-ineffective or impractical, Class Counsel will propose, and the Court will determine, subject to the terms of the agreement and escheatment law, the best disposition of the funds for the class benefit. No funds will go back to State Farm.

11. How do I file a claim?

If you were not sent notice by postcard or by email, or if your address is in Arkansas or Tennessee, but believe you are a member of the Class, then in order to receive a cash payment you must complete and submit a valid Claim Form. You may download a Claim Form from the website or have it mailed to you by calling the toll-free number.

Claim Forms must be filed online or postmarked on or before **January 31, 2019** to: Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053.

Please read the Claim Form carefully, follow all of the instructions and provide all the information required. If you have questions about how to file your claim that cannot be answered by this notice or by reviewing the information at the Settlement Website, you may call the Settlement Administrator at 1-844-420-6491.

12. When will I receive my payment?

Automatic payments and payments to Class members who file eligible claims will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved (*see* "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

13. Can I exclude myself from the Settlement?

You cannot exclude yourself from the Settlement. Notice and an opportunity to request exclusion was given in May of 2018 and the deadline to request exclusion from the Class has passed. Those who timely requested exclusion from the lawsuit are no longer part of the Class and cannot participate in this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as "Class Counsel" to represent all members of the Settlement Class: Lieff Cabraser Heimann & Bernstein, LLP; Barrett Law Group, P.A.; Hausfeld LLP; Clifford Law Offices; Much Shelist, P.C.; Thrash Law Firm, P.A.; Law Offices of Gordon Ball; Pendley, Baudin & Coffin, LLP; and Erwin Chemerinsky, Esq.

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

15. How will the lawyers be paid?

Class Counsel are paid from the Settlement Fund, not by Class Members. The Court will be asked to reimburse Class Counsel for the reasonable costs they have spent in this case, and to pay Class Counsel a reasonable fee under all the circumstances of the case. Class Counsel will file their application for fees and costs on **October 16, 2018** and it will be posted on the website. Class Counsel will request fees of no more than one-third of the Settlement Fund. The award is up to the Court.

Class Counsel also will request that Service Awards of $25,000 be paid from the Settlement Fund to each of the three Class Representatives for their service as representatives on behalf of the whole Settlement Class. Each of these Class Representatives has sat for deposition, responded to discovery requests, and monitored the litigation in consultation with Class Counsel for years.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement or the request for attorneys' fees, expenses, and service awards?

If you are a Settlement Class member, you can object to any part of the Settlement or the request for attorneys' fees and expenses or to the request for Service Awards for the Class Representatives. To object, you must submit a letter or other written document that includes the following:

- A statement saying that you object to the Settlement or the request for attorneys' fees, expenses, and service awards, in *Hale v. State Farm Mutual Auto Insurance Company*, Case No. 12-0660-DRH.
- Your name, address, telephone number, and your signature.
- The reason(s) you object.
- If you received a postcard or email, the unique identification number appearing on the postcard or in the email, or a copy of the postcard or email you received.
- If you did not receive a postcard or email, proof of your membership in the class, such as documentation that between July 28, 1987 and February 24, 1998, you (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

You must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) by **November 17, 2018**. You must also serve your objection on Class Counsel and counsel for Defendant and mail a copy to the Settlement Administrator postmarked no later than **November 17, 2018**. The addresses are listed below.

CLERK OF THE COURT	ADMINISTRATOR	CLASS COUNSEL
Thomas L. Galbraith Acting Clerk of Court 750 Missouri Avenue East St. Louis, IL 62201	Hale v. State Farm Class Action Administrator P.O. Box 5053 Portland, OR 97208-5053	Steven Blonder Much Shelist, P.C. 191 North Wacker Drive Suite 1800 Chicago, IL 60606 *Liaison Class Counsel*

DEFENDANTS' COUNSEL		
Ronald S. Safer Joseph A. Cancila, Jr. Riley Safer Holmes & Cancila LLP 70 W. Madison Street, Suite 2900 Chicago, IL 60602 *Counsel for State Farm Mutual Automobile Insurance Company*	Paul E. Veith Sidley Austin LLP One South Dearborn Street Chicago, IL 60603 *Counsel for Edward Murnane*	Russell K. Scott Greensfelder, Hemker & Gale, P.C. 12 Wolf Creek Street, Suite 100 Belleville, IL 62226 *Counsel for William Shepherd*

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Fairness Hearing").

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

The Court has scheduled a Fairness Hearing on **December 13, 2018 at 9:00 a.m.**, at the United States District Court Southern District of Illinois, 750 Missouri Avenue, East St. Louis, IL 62201. The

hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.HalevStateFarmClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

18. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. Any Class member who wishes to appear at the Final Approval Hearing must file with the Clerk of the Court a "Notice of Intention to Appear," which must be received by **November 17, 2018**. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence that the objecting Class member or counsel for the objecting Class member will present to the Court at the Final Approval Hearing. Only a Class member who files a Notice of Intention to Appear, may appear in person or by counsel, and be heard to the extent permitted under applicable law and allowed by the Court, in opposition to the fairness, reasonableness and adequacy of the Settlement, and on Plaintiffs' Counsel's application for an award of attorneys' fees and costs. The address for the Clerk of the Court is listed in Question 16 above.

GETTING MORE INFORMATION

20. How do I get more information?

Visit the website at www.HalevStateFarmClassAction.com, where you will find the Settlement Agreement, Preliminary Approval Order, all pertinent motions and submissions (including motions and other submission in support of settlement approval, motions for attorneys' fees and expenses, and submissions relating to relating to settlement administration), important Orders entered by the Court, and other information including a list of frequently asked questions. You may also call toll-free at 1-844-420-6491 or write to Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053.

Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.

Attachment 5

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998 you could get money from a class action settlement.

A **$250 million** settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website below. The Defendants deny that they did anything wrong. The Court has not decided who is right.

Who is included? The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of $250 million. If you received notice in the mail or via email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). However, you may call or visit the website to confirm or update your address or to request an electronic payment. If you were not sent notice, but believe you are included in the Class, you should visit the website and file an online claim, by **January 31, 2019**. You may also call the toll-free number below and request a paper claim form be mailed to you.

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website listed below explains how to object. The Court will hold a hearing on **December 13, 2018 at 9:00 a.m.** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of $25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

1-844-420-6491
www.HalevStateFarmClassAction.com

Attachment 6

People

Ariana Grande & Pete Davidson
INSIDE THEIR SUDDEN SPLIT

CHANNING TATUM'S HOT NEW ROMANCE

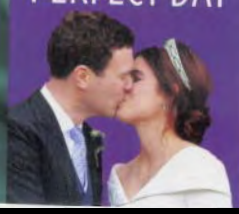
ALL THE DETAILS

3 Months Pregnant

BABY JOY!

How Meghan and Harry are preparing for parenthood. Plus! New photos from their Australian tour

Royal Wedding
PRINCESS EUGENIE'S PERFECT DAY



October 29, 2018

[redacted]

LEGAL NOTICE

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998 you could get money from a class action settlement.

A **$250 million** settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website below. The Defendants deny that they did anything wrong. The Court has not decided who is right.

Who is included? The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of $250 million. If you received notice in the mail or via email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). However, you may call or visit the website to confirm or update your address or to request an electronic payment. If you were not sent notice, but believe you are included in the Class, you should visit the website and file an online claim, by **January 31, 2019**. You may also call the toll-free number below and request a paper claim form be mailed to you.

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website listed below explains how to object. The Court will hold a hearing on **December 13, 2018 at 9:00 a.m.** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of $25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

1-844-420-6491
www.HalevStateFarmClassAction.com

NBA PREVIEW 2018-19

THE CELTICS Will Take the Next Step P. 49 | THE WARRIORS Will Threepeat P. 66 | DAVID STERN Will Not Stop P. 106

Sports Illustrated

OCTOBER 22-29, 2018
DOUBLE ISSUE
SI.COM | @SINOW

- ☑ Miami
- ☑ Cleveland
- ☐ L.A.

THE KING'S GAMBIT

LEBRON'S Latest (And Greatest) Challenge

BY BEN GOLLIVER
P. 42

George cover to be his own kind of player, his own kind of leader. "If you don't lead to your personality," Donovan says, "sometimes it comes across less authentic or less genuine." It's easy to see Westbrook's staggering usage in terms of the opportunities it denies others. George, however, has found it gives him the freedom to be himself.

Theirs was a bond formed in a powder keg. It's a genuine wonder that Westbrook and George—two proud, competitive people with no working experience together—never grated on one another enough to cause sparks. "As you would do in a marriage," George says, "you talk. You work things out. You don't take things with you. You don't let things build up. If there's a problem, you address it and you move on." You never go to sleep angry on a private jet after dropping three straight games on the road. With enough communication, a season of blown leads and false starts gave way to the kinship of shared experience. In every new low, a window. "When you hang out with somebody all season long," Westbrook said, "through ups and downs, the positives and negatives, you get an opportunity to see a person."

George saw a fit. When he told Westbrook that he planned to re-sign with the Thunder, the two hatched a plan: "Let's throw a big party, the whole community comes out, and we make the announcement," George recalls. Westbrook started to make arrangements. It would be an intimate affair, just Westbrook, George, their families, and hundreds and hundreds of their closest friends. To mark the occasion, Westbrook arranged a performance from Nas, specifically because he had never before played in Oklahoma City. Invitations were sent with no mention of George, but an ominous warning: THE FOMO WILL BE REAL.

Before the party, George broke bread—or really, a biscuit, with the Thunder. Members of the front office and George's representatives gathered at team headquarters for fried chicken and smoked ribs, cooked low and slow. The butter on the table had a touch of honey, the collard greens a subtle kick.

When George finally arrived in a black SUV, Westbrook, who had ditched a beach in Hawaii to throw a house party in Oklahoma, greeted him in a Gucci hat and a novelty tee from Crazy Shirts. Westbrook lifted George's cap from his head to inspect his new braids, and for a moment, this wasn't the resident superstar and the landmark free agent. It was two fast friends reuniting who just so happened to be wearing gold chains with the logos of their respective personal brands.

The signature cocktail was called the Triple-Double Smash. Nearby, a caterer served oysters in a landlocked state, for a touch of Westbrook daring. The host sang along to "God's Plan." And once the Oklahoma sun set over the imported palm trees, the attention turned to the main event. The booming bass, the cracking pool cues and the arcade whirring of the Pop-a-Shot machine fall silent. This was a moment.

"It was much more than a party," George says now. "It was a new birth of Thunder basketball." □

> "George wondered if he had cause to leave. 'Being in a good situation. Being around good people. Feeling like I can still **HAVE A CHANCE TO WIN**. That was a lot to weigh. Do I pass up something that I know is good?"

Attachment 7

World › North America › United States › New York › New York

ENGLISH (US), °F

AccuWeather in partnership with abc 7

New York, NY

Follow us on

United States Weather | New York, NY 76°F | Allergies: Low

Now 1:37 pm EDT | Weekend | Extended | Month | Radar | MinuteCast® | Watch News

CURRENT WEATHER

76° F

RealFeel® 83°

Cloudy

See Hourly

TODAY OCT 2

79° Hi

RealFeel® 85°

A t-storm in spots in the p.m.

High pollen today

More

TONIGHT OCT 2

65° Lo

RealFeel® 67°

A shower and t-storm around

More

TOMORROW OCT 3

76° Hi

RealFeel® 81°

Partly sunny

More

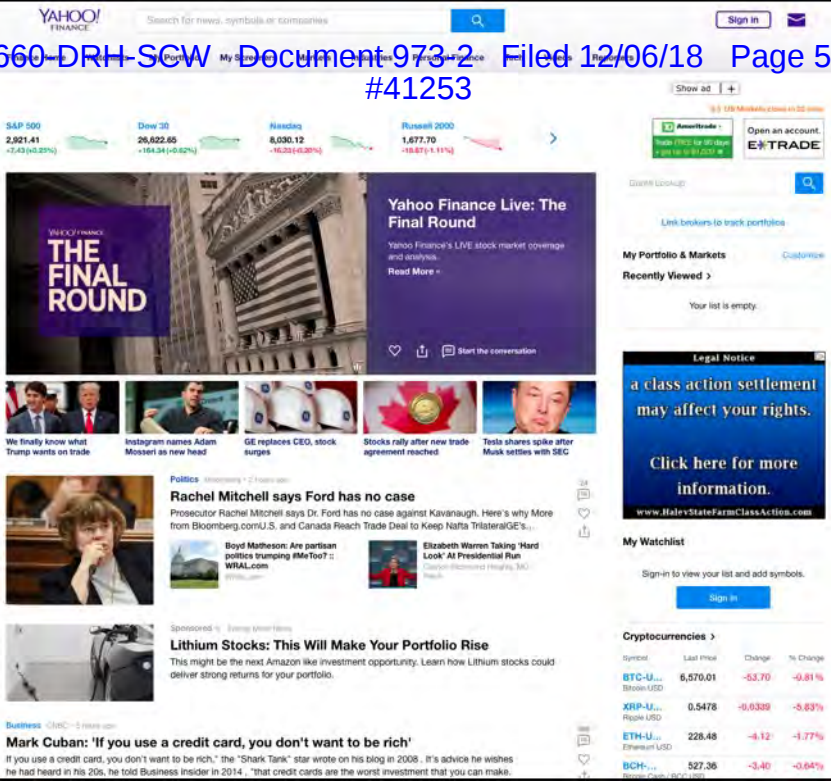
ALLERGY FORECAST

Check the allergy forecast for New York

Trending News

Cyclone Zorba violently tosses boats ashore in Greece

Heartbreaking drone footage shows utter devastation after Indonesia earthquake


YAHOO! FINANCE
Search for news, symbols or companies
Sign in
S&P 500
2,921.41
+7.43 (+0.25%)
Dow 30
26,622.65
+164.34 (+0.62%)
Nasdaq
8,030.12
-16.23 (-0.20%)
Russell 2000
1,677.70
-18.87 (-1.11%)
YAHOO! FINANCE
THE FINAL ROUND
Yahoo Finance Live: The Final Round
Yahoo Finance's LIVE stock market coverage and analysis.
Read More »
Start the conversation
We finally know what Trump wants on trade
Instagram names Adam Mosseri as new head
GE replaces CEO, stock surges
Stocks rally after new trade agreement reached
Tesla shares spike after Musk settles with SEC
Politics
Rachel Mitchell says Ford has no case
Prosecutor Rachel Mitchell says Dr. Ford has no case against Kavanaugh. Here's why More from Bloomberg.comU.S. and Canada Reach Trade Deal to Keep Nafta TrilateralGE's...
Boyd Matheson: Are partisan politics trumping #MeToo? :: WRAL.com
Elizabeth Warren Taking 'Hard Look' At Presidential Run
Sponsored
Lithium Stocks: This Will Make Your Portfolio Rise
This might be the next Amazon like investment opportunity. Learn how Lithium stocks could deliver strong returns for your portfolio.
Business
Mark Cuban: 'If you use a credit card, you don't want to be rich'
If you use a credit card, you don't want to be rich," the "Shark Tank" star wrote on his blog in 2008 . It's advice he wishes he had heard in his 20s, he told Business Insider in 2014 , "that credit cards are the worst investment that you can make.
Show ad
Ameritrade
Open an account.
E*TRADE
Link brokers to track portfolios
My Portfolio & Markets
Customize
Recently Viewed ›
Your list is empty.
Legal Notice
a class action settlement may affect your rights.
Click here for more information.
www.HaleyStateFarmClassAction.com
My Watchlist
Sign-in to view your list and add symbols.
Sign in
Cryptocurrencies ›
Symbol
Last Price
Change
% Change
BTC-U... Bitcoin USD 6,570.01 -53.70 -0.81%
XRP-U... Ripple USD 0.5478 -0.0339 -5.83%
ETH-U... Ethereum USD 228.48 -4.12 -1.77%
BCH-... 527.36 -3.40 -0.64%

News Feed
Messenger
Watch
Marketplace

Explore
Groups
Pages
Events
Live Video
Games
See More...

Create
Ad · Page · Group · Event · Fundraiser

Make Post | Photo/Video Album | Live Video

What's on your mind

List | Photo/Video | Tag Friends

Welcome to Facebook

Get started by adding friends. You'll see their videos, photos and posts here.

Next

Stories Archive · Settings

Add to Your Story
Share a photo, video or write something

Sponsored Create Ad

Non-OEM Crash Parts Settlement
www.HalevStateFarmClassAction.com
Affects insureds with crash parts installed on or specified between 7/28/87 and 2/24/98.

Attachment 8

Hale v State Farm Settlement - Sponsored Search Keywords

State Farm Class Action
State Farm Auto Class Action
State Farm Automotive Class Action
State Farm Insurance Class Action
State Farm Auto Insurance Class Action
State Farm Automotive Insurance Class Action
State Farm Insureds Class Action
State Farm Auto Insureds Class Action
State Farm Automotive Insureds Class Action
State Farm Crash Parts Class Action
State Farm Vehicle Class Action
State Farm Automotive Lawsuit
State Farm Automotive Insurance Lawsuit
State Farm Insureds Lawsuit
State Farm Auto Insureds Lawsuit
State Farm Automotive Insureds Lawsuit
State Farm Crash Parts Lawsuit
State Farm Vehicle Lawsuit
State Farm Automotive Litigation
State Farm Automotive Insurance Litigation
State Farm Insureds Litigation
State Farm Auto Insureds Litigation
State Farm Automotive Insureds Litigation
State Farm Crash Parts Litigation
State Farm Vehicle Litigation
Hale v State Farm
Hale v State Farm Class Action
Hale v State Farm Lawsuit
Hale v State Farm Litigation
Hale Class Action
Hale Auto Class Action
Hale Automotive Class Action
Hale Insurance Class Action
Hale Auto Insurance Class Action
Hale Automotive Insurance Class Action
Hale Insureds Class Action
Hale Auto Insureds Class Action
Hale Automotive Insureds Class Action
Hale Crash Parts Class Action
Hale Vehicle Class Action
Hale Class Action Settlement
Hale Auto Class Action Settlement
Hale Automotive Class Action Settlement
Hale Insurance Class Action Settlement
Hale Auto Insurance Class Action Settlement
Hale State Farm Settlement
Hale State Farm Auto Settlement
Hale State Farm Automotive Settlement
Hale State Farm Insurance Settlement
Hale State Farm Auto Insurance Settlement
Hale State Farm Automotive Insurance Settlement
Hale State Farm Insureds Settlement
Hale State Farm Auto Insureds Settlement
Hale Automotive Insurance Class Action Settlement
Hale Insureds Class Action Settlement
Hale Auto Insureds Class Action Settlement
Hale Automotive Insureds Class Action Settlement
Hale Crash Parts Class Action Settlement
Hale Vehicle Class Action Settlement
Hale Lawsuit
Hale Auto Lawsuit
Hale Automotive Lawsuit
Hale Insurance Lawsuit
Hale Auto Insurance Lawsuit
Hale Automotive Insurance Lawsuit
Hale Insureds Lawsuit
Hale Auto Insureds Lawsuit
Hale Automotive Insureds Lawsuit
Hale Crash Parts Lawsuit
Hale Vehicle Lawsuit
Hale Litigation
Hale Auto Litigation
Hale Automotive Litigation
Hale Insurance Litigation
Hale Auto Insurance Litigation
Hale Automotive Insurance Litigation
Hale Insureds Litigation
Hale Auto Insureds Litigation
Hale Automotive Insureds Litigation
Hale Crash Parts Litigation
Hale Vehicle Litigation
State Farm Settlement
State Farm Auto Settlement
State Farm Automotive Settlement
State Farm Insurance Settlement
State Farm Auto Insurance Settlement
State Farm Automotive Insurance Settlement
State Farm Insureds Settlement
State Farm Auto Insureds Settlement
State Farm Automotive Insureds Settlement
State Farm Crash Parts Settlement
State Farm Vehicle Settlement
Hale Settlement
Hale Auto Settlement
Hale Automotive Settlement
Hale Insurance Settlement
Hale Auto Insurance Settlement
Hale Automotive Insurance Settlement
Hale Insureds Settlement
Hale Auto Insureds Settlement
Hale Automotive Insureds Settlement
Hale Crash Parts Settlement
Hale Vehicle Settlement
Hale State Farm Automotive Insureds Settlement
Hale State Farm Crash Parts Settlement
Hale State Farm Vehicle Settlement

Attachment 9

Google

Hale State Farm Settlement

All News Images Videos Maps More Settings Tools

About 6,560,000 results (0.19 seconds)

Hale v SF Auto Insurance | Non-OEM Crash Parts Settlement
Ad www.halevstatefarmclassaction.com/
Affects insureds who had crash parts installed on or specified for their vehicle

Hale v. State Farm - Home
https://www.halevstatefarmclassaction.com/
3 days ago - Welcome to the Information Website for the **Hale** v. **State Farm Settlement**. If you were insured by **State Farm** and had non-OEM crash parts ...
Documents · FAQs · Receive a Payment · Update Address

Hale v. State Farm - Documents
https://www.halevstatefarmclassaction.com/Home/Documents
4 days ago - Important Documents. For additional information on the **lawsuit**, please select from the documents listed below.

Hale v. State Farm - Frequently Asked Questions
https://www.halevstatefarmclassaction.com/Home/Faq
Jump to How do I tell the Court if I do not like the **Settlement** or the request for ... - If you are a Class Member, you can object to any part of the **Settlement** or ...
Who is included in the ... · What if I am not sure ... · What does the Settlement ...

Hale Auto Insurance Class Action Settlement

YAHOO!

Web Images Video News More Anytime

Get beautiful photos on every new browser window. Download >>

Ads related to: Hale Auto Insurance Class Action Settlement

Hale v State Farm Auto Ins - Non-OEM Crash Parts Settlement
www.HalevStateFarmClassAction.com
Affects insureds with crash parts installed/specified between 7/28/87 - 2/24/98

Pain & Suffering Calculator - Some Claims Worth $100s
www.Injury.com/Settlement (209) 251-2016
Auto Accident Injury **Settlement** Calc, by a Lawyer. Free Eval. Get Claim Value.
Lawyer Available Now · "No Win, No Fee" Offered · 100% Free Legal Eval
Types: Auto Accidents, Motorcycle Injuries, Workers Compensation
An auto accident injury lawyer can calculate the value of your claim. The claim ...

- Car Accidents
- Workers Compensation
- 18-Wheeler
- Motorcycle Accidents

Class Action Lawsuit | Lawyers.FindLaw.com
Lawyers.FindLaw.com/ClassActionsGen
Search for Local Injury Lawyers Lawyers for Free at FindLaw.com
Class Actions Lawyer - Class Actions Attorney, Law Firm Directory
Use the largest online Class Actions lawyers directory to quickly ...

Class Action Settlements - Welcome to Kensaq | kensaq.com
www.kensaq.com/Class Action Settlements/See_More
Find **Class Action Settlements** if you are Looking Now.
Tommie Copper Settlement: Tommie Copper Class Action Settlement

Explore Hale Auto Insurance Class Action Settlement

- progressive auto insurance class action lawsuit
- usaa auto insurance class action suit
- auto insurance class action
- top class action settlement
- mcafee class action settlement
- class action rebates
- class action lawsuits
- class action settlements claims

State Farm Class Action

All Images Videos Maps News Shopping | My saves

10,700,000 Results Any time

Hale v State Farm Auto Ins - Non-OEM Crash Parts Settlement
www.halev**statefarmclassaction**.com
Ad Affects insureds with crash parts installed/specified between 7/28/87 - 2/24/98

State Farm, Plaintiffs Reach Compromise in Hale Class Action
https://newsroom.**statefarm**.com/compromise-in-hale-**class-action**
State Farm class-action litigation pending in the United States District Court for the Southern District of Illinois. The Hale litigation arose from the earlier class-action lawsuit, Avery v. State Farm .

State Farm policyholders get class-action status in $1 ...
www.chicagotribune.com/business/ct-**state-farm-class-action**-0920...
Sep 19, 2016 · The 2012 case, if successful, could result in a more than a $7.6 billion payout from State Farm for the class, due partly to the interest that has accrued, according to Clifford Law Offices, which is representing policyholders.

Hale v. State Farm - Home
www.halev**statefarmclassaction**.com
If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, a class action lawsuit may affect your rights.

Related searches

lawsuit against state farm **insurance**
state farm class action **settlement 2018**
state farm **lawsuit 2018**
state farm class action **2016**
state farm **employee lawsuit**
hale v state farm **lawsuit**
state farm **lawsuit**
lawsuits against state farm **2016**

Attachment 10

Court to notify consumers who were insured by State Farm and had non-OEM crash parts installed on or speci. ed for their vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998 that they could get money from a class action settlement

NEWS PROVIDED BY
United States District Court for the Southern District of Illinois →
08:00 ET

EAST ST. LOUIS, Ill., Oct. 1, 2018 /PRNewswire/ -- A $250 million settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit www.HalevStateFarmClassAction.com. The Defendants deny that they did anything wrong. The Court has not decided who is right.

The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at www.HalevStateFarmClassAction.com.

The Defendants have agreed to establish a Settlement Fund of $250 million. Class Members who received notice in the mail or via email do not need to take any action to receive a payment (unless they have an Arkansas or Tennessee address). However, Class Members may call or visit the website to confirm or update their address or to request an electronic payment. Those who were not sent notice, but believe they are included in the Class, should visit www.HalevStateFarmClassAction.com and file an online claim, by **January 31, 2019**. They may also call toll-free 1-844-420-6491 and request a paper claim form be mailed to them.

Class Members may object to the Settlement by **November 17, 2018**. The Notice available on www.HalevStateFarmClassAction.com explains how to object. The Court will hold a hearing on **December 13, 2018 at 9:00 a.m.** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of $25,000 to each of the three Class Representatives. Class Members may appear at the hearing, either by themselves or through an attorney hired by

them, but do not have to, for more information, call 1-877-249-7706 or visit www.HalevStateFarmClassAction.com.

Neither State Farm personnel nor State Farm agents are authorized to discuss this case. Please do not call a State Farm agent about this case.

SOURCE United States District Court for the Southern District of Illinois

Related Links

http://www.HalevStateFarmClassAction.com

Attachment 11

Attachment 11 - Web Claim Extract

Section I: Contact Information			
Tracking #	**First Name**	**Middle Name**	**Last Name**
1528982	Lisa	A	Y

Section II: Claim Detail				
1 - Insurance Policy	**2 - Insurance Claim**	**3 - Crash Parts Installed**	**4 - Date of Insurance Claim**	**5 - Residence at Time of Claim**
Yes	Yes	No	11/1/1990	FL

Section III: Payment Election
Check

Attachment 12

AMENDED CLAIM FORM. CLAIM # [redacted]

Mail your completed Claim Form to the address below:

HALE V. STATE FARM CLASS ACTION ADMINISTRATOR
P.O. Box 5053
Portland, OR 97208-5053

To be valid, this Claim Form MUST be postmarked or submitted online by January 31, 2019.

Claim Form

Hale v. State Farm Class Action Settlement

The Class includes all persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts" installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

The Class excludes employees, officers, and directors of State Farm. In addition, the following persons are excluded from the class: (1) All persons who resided or garaged their vehicles in Illinois and whose Illinois insurance policies were issued/executed prior to April 16, 1994, and (2) all persons who resided in California and whose policies were issued/executed prior to September 26, 1996.

You should complete this Claim Form if you did not receive a postcard or email about the Settlement but believe that you are a member of the Class defined above. You may still be able to receive a payment depending on the information provided below.

Section I: Contact Information

Please complete your contact information below. This will allow us to follow up and to send you your payment if your Claim Form is valid and approved.

First Name: LISA | MI: D | Last Name: MARLOW

Business Name:

Mailing Address: [redacted]

City: [redacted] State: [redacted] ZIP Code: [redacted]

Email Address: [redacted]

Phone: [redacted]

Section II: Claim Detail

To be considered for a share of the Settlement, please complete the following questions to the best of your knowledge. If you do not know the answer, place an "x" in the box marked "I don't know." If you do not know an exact date, provide an approximate date to the best of your knowledge.

1. Between July 28, 1987, and February 24, 1998, were you insured by a vehicle casualty insurance policy issued by State Farm?

   [X] Yes [ ] No [ ] I don't know

2. Between July 28, 1987, and February 24, 1998, did you make a claim for vehicle repairs pursuant to your State Farm Policy?

   [X] Yes [ ] No [ ] I don't know

3. Did you have non-factory authorized and/or non-OEM (Original Equipment Manufacturer) "crash parts"* installed on or specified for your vehicle or else received monetary compensation determined in relation to the cost of such parts?

   [X] Yes [ ] No [ ] I don't know

4. Date (month, day, and year) you made your claim for damage to your vehicle:

   [1][1] – [0][1] – [1][9][9][0] [ ] I don't know
   MM DD YYYY

5. State of residence at the time you made your claim for damage to your vehicle:

   [F][L] [ ] I don't know

6. If you resided or garaged your vehicle in Illinois at the time you made your claim for damage to your vehicle, date (month, day, and year) your State Farm policy was issued/executed:

   [ ][ ] – [ ][ ] – [ ][ ][ ][ ] [ ] I don't know
   MM DD YYYY

7. If you resided in California at the time you made your claim for damage to your vehicle, date (month, day, and year) your State Farm policy was issued/executed:

   [ ][ ] – [ ][ ] – [ ][ ][ ][ ] [ ] I don't know
   MM DD YYYY

* "Crash parts" include (1) fenders; (2) hoods; (3) doors; (4) deck lids; (5) luggage lid panels; (6) quarter panels; (7) rear outer panels; (8) front-end panels; (9) header panels; (10) filler panels; (11) door shells; (12) pickup truck beds, box sides, and tail gates; (13) radiator/grill support panels; (14) grilles; (15) headlamp mounting panels/brackets/housings/lenses; (16) tail lamp mounting panels/brackets/housings/lenses; (17) cutter body mouldings; (18) door body side moulding; (19) front wheel opening mouldings; (20) side mouldings; (21) front and rear fascias; (22) outer panel mounting brackets, supports, and surrounds; (23) bumpers (excluding chrome bumpers); (24) bumper covers/face bars; and (25) bumper brackets/supports.

Section III: Payment Election

You may choose to receive your payment by check or electronically (PayPal or Zelle) if your claim is approved. Please add an "x" for ONE of the payment options below:

[X] Check [ ] PayPal [ ] Zelle

If you select PayPal or Zelle for your payment, please provide your associated email address:

Section IV: Certification

I affirm, under oath subject to penalty of perjury, that (1) I am not an employee, officer, or director of State Farm; and (2) the responses I have provided above are true and correct to the best of my knowledge. I understand that my responses will be reviewed and that I may be asked to provide additional information supporting my claim.

Signature: Lisa D. Marlow

Date: 11 – 07 – 18 (MM – DD – YY)

Printed Name: Lisa D. Marlow

If you have questions, please visit us at www.HalevStateFarmClassAction.com or call 1-844-420-6491.

Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.

DALE & LISA MARLOW
6710 HUNDRED ACRE DR.
COCOA, FL 32927

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
Hale v. State Farm Class Action Administrator
P.O. Box 5053
Portland, OR 97208-5053

Re: Class Action Settlement Claim No: [redacted]

Dear Sir/Madam:

Enclosed is an amended claim form for my claim under the settlement. When I attempted to complete the form online, my last name was not auto-filled.

In addition, I misinterpreted the question about non-factory and/or non-OEM parts. I did have non-OEM parts installed on my vehicle for damage covered by my State Farm auto policy.

Thank you for your attention to this matter. If you have any questions, you may contact me via phone [redacted] or email [redacted]

Sincerely,

Lisa D. Marlow