

IN THE DISTRICT COURT OF TRAVIS COUNTY TEXAS

KAREN HYDER AND
JOSEPH SCHLADANT,

Plaintiffs

v.

CONSUMERS COUNTY MUTUAL
INSURANCE COMPANY,

Defendant.

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CAUSE NO. D-1-GN-16-000596

353rd JUDICIAL DISTRICT

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation”) is made by and between the Named Plaintiffs, Karen Hyder (“Hyder”) and Joseph Schladant (“Schladant”) on behalf of themselves and on behalf of a putative class of all others similarly situated, and Defendant, Consumers County Mutual Insurance Company (“Defendant” or “Consumers,” as defined below), by and through their respective counsel.

RECITALS

WHEREAS, Hyder and Schladant (the “Named Plaintiffs”) have filed a putative Class Action Complaint in the District Court of Travis County, Texas (the “Court”), designated as Case No. D-1-GN-16-000596 (the “Action”). The Action, through this Settlement, will be certified as a class action, for settlement purposes only, on behalf of the Settlement Class; and

WHEREAS, the Named Plaintiffs allege they were injured in motor vehicle accident(s) (the “Accidents”); and

WHEREAS, at the time of the Accidents, the Named Plaintiffs were covered under automobile insurance (the “Policy” or the “Policies”) policies issued by Defendant or its

Affiliates, and submitted claims for Personal Injury Protection (“PIP”) benefits under the Policies; and

WHEREAS, the Named Plaintiffs allege Defendant improperly denied in whole or in part PIP benefits on the basis that a third party insurance company paid all or part of the subject medical bills; and

WHEREAS, the Named Plaintiffs assert claims in the Action for declaratory judgment, violations of the Texas Insurance Code, §§ 1952.156 and 1952.157, breach of contract and unfair or deceptive acts, in violation of various provisions of Tex. Ins. Code. §§ 541.060 and 541.061; and

WHEREAS, Defendant intended, absent this Settlement, to vigorously contest each and every claim in the Action, denies all material allegations of the Action, as to which Defendant asserts it has numerous meritorious class and merits defenses, and further maintains that it has consistently acted in accordance with all governing laws at all times; and

WHEREAS, the Named Plaintiffs, through Class Counsel, while believing that the claims asserted in the Action have merit and, absent this Settlement, intended to vigorously prosecute every claim, examined the benefits to be obtained under the terms of the Settlement, considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation and the likelihood of success on the merits of the Action, and believe that, in consideration of all the circumstances, the Settlement embodied in this Stipulation is fair, reasonable, adequate and in the best interests of the Potential Class Members; and

WHEREAS, Defendant, while denying wrongdoing of any kind whatsoever, and without admitting any liability, nevertheless agreed to enter into this Stipulation to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and

to be completely free of any further controversy with respect to the claims which were asserted or could have been asserted in, or relate in any way whatsoever to, the Action.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Parties to this Stipulation, through their respective Counsel, that the Action be settled and compromised as between the Named Plaintiffs, the Settlement Class, and Defendant, upon approval of the Court after hearing as provided for in this Stipulation, on the following terms and conditions:

I. DEFINITIONS

The following terms shall have the meanings set forth below:

1. “Accident(s)” means the incident(s) in which the Class Members suffered injuries which resulted in claim(s) for PIP benefits under the Policies.
2. “Claim Form” means the documentation, in the form and substance of Exhibit A without material alteration, that a Class Member must properly complete and submit to be eligible to receive a payment under the Settlement.
3. “Class Administrator” means a third party administrator that shall be responsible for the mailings and other administrative tasks in connection with this Settlement. The Parties will request appointment and approval of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as Class Administrator. The Class Administrator shall be approved by the Court in the Preliminary Approval Order.
4. “Class Member” means any Person who is included within the definition of the Settlement Class (and that person’s heirs, executors, administrators, successors, and assigns), and who does not validly and timely request exclusion from the Settlement Class, in accordance with the provisions of this Stipulation and the Class Notice.

5. “Class Notice” means the notice of the preliminarily approved Settlement to be mailed to potential Class Members directly (or upon request, by following the procedure set forth in the published Summary Notice) in the form attached as Exhibit B, without material alteration.

6. “Class Period” means the period commencing March 14, 2012 and continuing through the date of Preliminary Approval of this Settlement.

7. “Defendant or its Affiliates” means Consumers County Mutual Insurance Company; The Automobile Insurance Company of Hartford, Connecticut; St. Paul Fire and Marine Insurance Company; The Charter Oak Fire Insurance Company; The Phoenix Insurance Company; The Standard Fire Insurance Company; The Travelers Home and Marine Insurance Company; The Travelers Indemnity Company; The Travelers Indemnity Company of America; The Travelers Indemnity Company of Connecticut; Travelers Casualty Insurance Company of America; The Travelers Indemnity Company of Connecticut; Travelers Property Casualty Company of America; or Travelers Personal Security Insurance Company. These affiliated companies issued PIP coverage in Texas during the Class Period.

8. “Effective Date” means the earliest day on which the Final Order and Judgment has been approved, and either (a) no timely appeal has been filed, with the time for further review having expired; or (b) an appeal has been filed and finally resolved, affirming the Final Order and Judgment, and the time for further review has expired.

9. “Final Approval Hearing” means the fairness hearing the Court will convene to consider whether the Stipulation is fair, reasonable, and adequate, and whether the Final Order and Judgment should be entered without material alteration.

10. “Final Order and Judgment” means the order entered by the Court, in the form and substance of Exhibit C, without material alteration, finally approving this Settlement.

11. “Named Plaintiffs” means Hyder and Schladant, and anyone asserting any rights thereunder.

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

13. “Policy” means a Texas auto policy underwritten by Defendant or its Affiliates.

14. “Policy Limit(s)” means the amount stated in a Policy as the maximum total amount that will be paid for medical expenses covered by PIP.

15. “Preliminary Approval Order” means the order entered by the Court preliminarily approving this Settlement, in the form and substance of Exhibit D, without material alteration.

16. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys’ fees, costs, penalties, interest, expenses, losses or damages (including actual, consequential, statutory, extra-contractual, treble, punitive, exemplary, or other) arising from or in any way related to the acts alleged or which are or could have been alleged by the Named Plaintiffs or the Class Members in this Action, to the full extent of *res judicata* protections, and which relate in any way to the theories in the Action, or which could have been brought relating in any way whatsoever to the subject matter of the Action. This includes, but is not limited to, claims for declaratory judgment, violations of the Texas Insurance Code, §§ 1952.156 and 1952.157, breach of contract, unfair or deceptive acts (including violation of various provisions of Tex. Ins. Code. §§ 541.060 and 541.061), statutory and non-statutory attorneys’ fees; unjust enrichment; breach of any covenant of good faith and/or fair dealing; premium overcharges;

fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations of any consumer protection act or unfair claims settlement practices law; conversion; punitive damages; interest; injunctive relief; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress; and/or bad faith, relating in any way whatsoever to the denial, in whole or in part, of claims for PIP benefits where the medical bills(s) were paid in whole or in part by a third party insurer, and/or any claims which were brought or could have been brought or relate in any way whatsoever to the Action.

17. “Released Persons” means (i) Defendant or its Affiliates, and all of their past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, and legal representatives of the entities set forth in (i).

18. “Releases” means the releases that will be given by Class Members.

19. “Settlement” or “Stipulation,” means this Stipulation of Settlement and the attached exhibits, which are an integral part of the agreement between the parties, and which are incorporated herein in their entirety by reference.

20. “Settlement Check” means a check containing the sum that a Class Member is entitled to receive as payment under this Stipulation, after submitting a timely, accurate, and complete Claim Form.

21. “Settlement Class” means: Every Person who, at any time during the Class Period, was insured under a Policy, and who filed a claim for PIP benefits, where the claim or a

portion thereof was not paid solely because the medical bill(s) were paid by a third party insurer. Excluded from the Settlement Class are: Class Counsel; Released Persons; all directors and officers of Defendant or its Affiliates; and persons who were represented by counsel in litigation against Defendant or its Affiliates, where the litigation included a claim for PIP benefits, and where the person executed a settlement and/or release of any claim for PIP benefits.

22. “Settlement Claim” means the requests for payment submitted by Class Members, pursuant to Claim Forms, to obtain benefits pursuant to this Settlement.

23. “Summary Notice” means the publication notice of the Settlement, in the form and substance of Exhibit E without material alteration, which will be published one time throughout Texas in the following publications: Abilene Reporter-News, Amarillo Globe-News, Austin American-Statesman, Beaumont Enterprise, Corpus Christi Caller-Times, Dallas Morning News/Briefing, El Paso Times, Harlingen Valley Morning Star, Houston Chronicle, Laredo Morning Times, Longview News-Journal, Lubbock Avalanche-Journal, Midland Reporter-Telegram, Odessa American, San Angelo Standard-Times, San Antonio Express-News, Sherman Herald Democrat, Shreveport Times, Victoria Advocate, Waco Tribune-Herald, Wichita Falls Times Record News, and through which Settlement Class Members will be notified of the opportunity to obtain the Class Notice and Claim Form.

24. “Unknown Claims” means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Stipulation and related to Personal Injury Protection benefits as defined herein, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections.

25. “Valid Claim Form” means a Claim Form submitted by a Class Member, postmarked no later than 45 days after the Final Approval Hearing, including the Class Member’s name, address, last four digits of the Class member’s Social Security Number, and a good faith affirmation that the Class Member is entitled to a settlement payment pursuant to the terms of this Stipulation.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS; FINAL APPROVAL OF SETTLEMENT CLASS

26. Class Counsel will file a motion for preliminary approval of the Settlement, seeking entry of a Preliminary Approval Order in the form and substance of Exhibit D, without material alteration.

27. For settlement purposes only, the Parties stipulate that the Court may preliminarily certify the Settlement Class, appoint the Named Plaintiffs as representatives of the Settlement Class, and appoint the following counsel as Class Counsel:

Adam S. Ward
Allison & Ward Attorneys at Law
7718 Wood Hollow Drive, Suite 220
Austin, TX 78731
(512) 474-8153
allison-ward@sbcglobal.net

David S. Lill
Lill Firm, P.C.
4407 Bee Caves Road, Suite 111, Bldg 1
Austin, TX 78746
(512) 330-0252
david@lillfirm.com

28. Preliminary certification of the Settlement Class and appointment of the class representatives and Class Counsel by the Court shall be binding only with respect to the settlement of the Action. In the event this Settlement is terminated pursuant to its terms, or a Final Order and Judgment approving the Settlement and dismissal of the Action for any reason

does not occur, then the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified. If the Settlement does not become effective, then (a) no provision of the Settlement, nor any related negotiations, statements and proceedings, shall prejudice the rights of the parties; (b) the suit will be restored to its position immediately before settlement negotiations; and (c) the Parties agree not to argue or raise a claim or defense that the settlement or any related negotiations, statements, or proceedings affect prosecution or defense of class certification or merits.

29. Prior to the Final Approval Hearing, Class Counsel will file a motion, subject to Defendant's review and approval, seeking entry of a Final Order and Judgment in the form and substance of Exhibit C, without material alteration, which provides for:

- A. Approving the Settlement without material alteration, and directing the Parties to this Stipulation and their Counsel to comply with and consummate the terms of this Settlement;
- B. Certifying the Settlement Class for settlement purposes only;
- C. Finding that Class Counsel and the Named Plaintiffs have adequately represented the Settlement Class;
- D. Finding that the terms of this Settlement are fair, reasonable, and adequate to the Settlement Class;
- E. Providing that each member of the Settlement Class shall be bound by the provisions of this Settlement, including the Releases provided for herein;
- F. Finding that the Class Notice and Summary Notice procedures provided above were the best practicable notice under the circumstances and satisfy the requirements of the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions and any other applicable rules or laws;
- G. Dismissing all claims in the Action as to Defendant on the merits and with prejudice, and entering final judgment thereon;
- H. Permanently enjoining Class Members from bringing any new class action or individual action, or attempting to amend any existing action to assert any of the Released Claims;

- I. Approving the payment of the attorneys' fees and costs to Class Counsel and the class representative fees to the Named Plaintiffs, as set forth above;
- J. Approving, or modifying in no material respect, the procedures as to not sending a separate Class Notice to counsel who previously represented any Class Member with regard to any Accident, or otherwise, and finding that neither Defendant nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to this Stipulation to effectuate any of the terms of this Stipulation.

III. NOTICE AND ADMINISTRATION

30. Notice of the pendency of the Action and of the Settlement shall be made by the Class Notice and Summary Notice. Defendant shall pay costs associated with providing Notice.

31. The Class Notice shall be sent via first-class mail to the current or last known address of all Texas automobile insurance policyholders for whom Defendant has electronic records reflecting potential membership in the Settlement Class (*i.e.*, where codes 472 or 563 are reflected on the relevant documentation informing the claimant that a PIP payment was reduced or not paid based on the theory alleged in the Action). By executing this Settlement, Defendant warrants and represents that it will act in good faith and by providing a declaration to Class Counsel that an accurate and complete electronic search of its records has been performed to facilitate notice to the Class Members.

32. The Class Notice will contain: a toll free number, mailing address, and website allowing Class Members (or potential Class Members) to pose questions or request information or documents; a mailing address to which the Class Member can submit Claim Forms; and the name, address and telephone number of Class Counsel.

33. The Administrator will use the National Change of Address database to update addresses prior to issuing Class Notice. The Administrator will use LexisNexis AllFind research to attempt to find a current address for any potential Class Member where a Class Notice has been returned as undeliverable, or where a Settlement Check has been returned as undeliverable. The Administrator will re-mail the Class Notice or Settlement Check if the potential Class Member is located.

34. The Class Notice shall be sent only to the potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident.

35. Class Notice shall be supplemented via Summary Notice, in the form attached as Exhibit E, without material alteration, one time throughout Texas in the following publications: Abilene Reporter-News, Amarillo Globe-News, Austin American-Statesman, Beaumont Enterprise, Corpus Christi Caller-Times, Dallas Morning News/Briefing, El Paso Times, Harlingen Valley Morning Star, Houston Chronicle, Laredo Morning Times, Longview News-Journal, Lubbock Avalanche-Journal, Midland Reporter-Telegram, Odessa American, San Angelo Standard-Times, San Antonio Express-News, Sherman Herald Democrat, Shreveport Times, Victoria Advocate, Waco Tribune-Herald, Wichita Falls Times Record News.

36. Publication notice shall be completed, and the Class Notice shall be mailed, within 45 days of the date of entry of the Preliminary Approval Order.

37. The Summary Notice will contain a toll free number, mailing address, and website allowing Class Members (or potential Class Members) to view the full Class Notice or request a mailed copy.

IV. SETTLEMENT CLAIMS AND SETTLEMENT PAYMENTS

38. Class Members who seek to make a Settlement Claim, and who submit a Valid Claim Form, may be eligible for a Settlement Check calculated as follows:

- A. Class Members who submit a properly completed Claim Form shall receive 95% of any amounts not paid by Defendant or its Affiliates solely because medical bill(s) were paid by a third party insurer, according to the records of Defendant or its Affiliates. Recovery is available for all valid Settlement Claims, with no aggregate cap. However, if a settlement payment would otherwise result in the Class Member recovering more than the PIP Policy Limit, then the settlement payment will be reduced to the portion of that Policy Limit available, if any.
- B. Defendant or its Affiliates will pay claims based only on what its records show. The payment decision will be final and binding so long as Defendant or its Affiliates provide the records relied on to the claimant or Class Counsel upon request. There shall be no right of appeal, and the amount paid shall be the full amount the Class Member will ever receive from Defendant or its Affiliates relating to this Settlement. To the extent that Class Counsel and Defendant cannot reach agreement on the amount owing for a particular claimant, then such dispute will be resolved by the Court.
- C. Where a Class Member seeks settlement payments for more than one Accident, then the Class Member must submit separate Claim Forms for each Accident.

Defendant agrees to pay to Class Members the amounts set forth in this paragraph, and

Defendant agrees to pay the costs of administering the settlement.

39. Within 120 days of the Effective Date, the Class Administrator shall issue Settlement Checks consistent with the terms of this Settlement and the records of Defendant or its Affiliates. Neither Defendant nor Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Class Administrator.

40. The payments set forth above shall be the only payments to which any Class Member will be entitled pursuant to this Settlement. If any Settlement Checks remain uncashed after the period set forth on the Settlement Check (which shall not be less than 120 days from mailing) and if the Class Administrator has taken the steps specified under paragraph 33 above, then: (a) the uncashed Settlement Checks may be canceled; (b) Defendant may retain any funds associated with the uncashed Settlement Checks; and (c) Defendant shall have no further obligation to make payment on associated Settlement Claims.

V. CLASS MEMBERS WHO ARE MINORS, INCAPACITATED, OR DECEASED

41. If any Class Member is a minor, then court approval of the final distribution to that Class Member, pursuant to the applicable rules in Texas, will be required.

42. Claims may be submitted by a legally authorized guardian or representative of an incapacitated Class Member. Before any funds will be distributed, the Court shall approve the party submitting such a claim as the proper party to receive the distribution of such funds.

43. Claims may be submitted by a legally authorized representative of a deceased Class Member's estate. Before any funds will be distributed by Defendant, the Court shall approve the party submitting such a claim as the proper party to receive distribution of funds. In addition, when necessary, estates deemed entitled to benefits under this Stipulation shall be opened or reopened before such benefits will be paid.

VI. LIENS, SUBGROGATION, REIMBURSEMENT

44. All Class Members receiving funds pursuant to this Settlement shall be responsible for the discharge of any subrogation or reimbursement claim or lien for any medical treatment of that Class Member arising out of the Accident which is the subject of the Class Member's claim, including hospital liens, of any medical provider, plan, insurer, or governmental entity, including but not limited to, Medicare, CMS, or Medicaid, and any attorney liens. Any Class Member receiving funds pursuant to this Settlement agrees to indemnify and hold harmless the Released Parties from the Class Member's failure to satisfy such claim or lien pertinent to their medical care and treatment, and any attorney liens, in any ensuing impairment action brought against the Released Parties by any Person or entity. No attorneys or medical liens shall be created by any of the Parties' efforts in attempting to effectuate the terms of this Settlement.

VII. COMMUNICATIONS WITH THE SETTLEMENT CLASS

45. The Parties to this Stipulation agree that Defendant or its Affiliates retain the right to communicate with and respond to inquiries from present and past customers, including Class Members. These communications may be oral and/or in writing, and may be done directly or through agents. However, neither Defendant nor its Affiliates nor Class Counsel shall make any mass and/or generalized communications about the Settlement directed to Class Members without joint approval by both Class Counsel and Defendant.

VIII. ATTORNEYS' FEES AND COSTS; CLASS REPRESENTATIVE FEES

46. Attorneys' fees and costs were not finally negotiated until after full agreement was reached as to the other material terms of this Settlement. After all other material terms were agreed upon, Defendant agreed not to contest a request by Class Counsel for a maximum fee award of \$250,000, and a class representative fee of up to \$6,000 for Hyder and \$2,000 for Schladant, to be approved by the Court. Any attorneys' fees and costs and class representative fees awarded by the Court, but only up to the maximum set forth above, shall be paid by Defendant, by check or wire at Defendant's option, to Class Counsel and/or the Named Plaintiffs, as appropriate, 30 days after the Effective Date.

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

47. The Named Plaintiffs, Class Members and Defendant consent to the entry of the Final Order and Judgment.

48. Defendant may, solely at its option, terminate this Stipulation in the event that 4% of Potential Class Members file valid and timely requests for exclusion. If the Court disapproves this Stipulation or fails to rule, or if the Court enters the Final Order and Judgment but it is reversed or vacated on appeal, this Stipulation shall be null and void and of no force and effect. If the Court modifies any provision of the Stipulation or proposed Final Order and

Judgment, or if either is modified on appeal or remanded to the Court for modification, Defendant shall have the option of terminating this Stipulation and withdrawing its consent to the entry of the Final Order and Judgment, in which case this Stipulation shall be null and void and of no force and effect. Any award by the Court or any appellate court of attorneys' fees and costs, or class representative fees, to be paid by Defendant in excess of the maximum award agreed upon herein, shall not be executed upon in any fashion by Class Counsel and/or the Named Plaintiffs, who agree in all events to receive no more than the maximum amount of fees and/or costs agreed to herein.

49. Upon the preliminary approval of this Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action, and any other legal proceedings regarding the Released Claims, shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Settlement or to comply with or effectuate the terms of this Stipulation.

50. In the event that any of the events or conditions described above are not met or do not occur, this entire Stipulation shall become null and void, except that the Parties to this Stipulation shall have the option to agree in writing to waive the event or condition and proceed with this Settlement, in which case the Effective Date shall be deemed to have occurred on the date of said written agreement, or a date otherwise specified in said written agreement.

X. OBJECTIONS AND REQUESTS FOR EXCLUSION

51. All requests for exclusion from the Settlement Class: (a) must be individually written and signed; (b) must include a name, address, and telephone number; (c) must expressly state the desire to be excluded from the Settlement Class; (d) must be postmarked at

least 30 days before the date set for the Final Approval Hearing; and (e) must be sent to **[ADDRESS TO BE SUPPLIED BY CLASS ADMINISTRATOR]**.

52. Class Members who do not file a timely request for exclusion may file a written notice of intent to object to the Settlement, which must be: (a) filed with the Clerk of the Court at least 30 days before the date set for the Final Approval Hearing; and (b) sent by first-class mail, postmarked at least 30 days before the date set for the Final Approval Hearing, to **[ADDRESS TO BE SUPPLIED BY CLASS ADMINISTRATOR]**.

53. Any notice of intent to object must contain: (a) a heading which refers to the Action; (b) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, identifying that counsel by name, address and phone number; (c) a clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection; and (d) proof that the objector is in fact a Class Member.

54. Any Class Member who files a notice of intent to object, and who is represented by counsel, must additionally: (a) identify the name, address, and telephone number of counsel; (b) identify any authority in support of the objection; and (c) comply with all applicable Texas laws and rules for filing pleadings and documents in Texas courts.

55. Any Class Member who does not file a notice of intent to object waives the right to do, and shall be forever barred from making any objection to the Settlement.

XI. REPRESENTATION OF OPT OUTS / CONFIDENTIALITY

56. Class Counsel agree that any representation of any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Defendant over any of the Released Claims, would place Class Counsel in an untenable conflict of interest with the

Settlement Class. Accordingly, Class Counsel agree not to represent any person in requesting exclusion from the Settlement Class.

57. In any subsequent litigation that may arise against Defendant or its Affiliates that relates in any way to Released Claims, Class Counsel agree not to represent any person who requested exclusion from the Settlement Class, or any Class Member who was not excluded from the Settlement Class.

58. After performance of all terms of the Stipulation is completed, then any and all documentation identified by Defendant as confidential (exclusive of documents filed with the Court) and provided by Defendant to the Named Plaintiffs, Class Counsel, Class Counsel's experts, or anyone else employed by Class Counsel, and all copies thereof, shall be returned to Defendant or certified as destroyed within 90 days of the Effective Date. Class Counsel shall submit an affidavit to Defendant confirming that any such documentation has been returned or destroyed.

59. In furtherance of this confidentiality provision, neither Defendant nor Class Counsel shall make any mass and/or generalized communications about the Settlement directed to Class Members without joint approval by both Class Counsel and Defendant.

XII. DISMISSAL OF ACTION AND RELEASES

60. Upon the Court's final approval of this Settlement, the Final Order and Judgment shall be entered, which provides for the dismissal of the Action, with prejudice and without leave to amend, and which effects Releases by the Named Plaintiffs and the Class Members of all Released Claims against the Released Persons.

61. As of the Effective Date, by operation of the entry of the Final Order and Judgment, each Class Member who does not file a valid request for exclusion will have fully released, waived, relinquished and discharged, to the fullest extent possible by law, all the

Released Persons from all the Released Claims, except that Defendant will not be released from its obligations to carry out the terms of this Stipulation.

62. Notwithstanding the Court's entry of the Final Order and Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Stipulation, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Class Members, if necessary.

XIII. DENIAL OF LIABILITY

63. Absent this Settlement, Defendant intended to vigorously contest each and every claim in the Action. Defendant maintains that it has consistently acted in accordance with all governing laws at all times. Defendant has vigorously denied all the material allegations set forth in the Action. Defendant nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Stipulation. Defendant reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Defendant to conduct its business unhampered by the distractions of continued litigation.

64. As a result of the foregoing, Defendant enters into this Stipulation without acknowledging any fault, liability, or wrongdoing. Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected thereunder, shall be construed as an admission or concession by Defendant of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of Defendant.

65. To the extent permitted by law, neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Stipulation.

66. Neither this Stipulation, nor any pleading or other paper related in any way to this Stipulation, nor any act or communication in the course of negotiating, implementing or seeking approval of this Stipulation, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class or subclass in any other proceeding, or shall be used as precedent in any way against Defendant in any future legal or administrative proceeding of any kind.

XIV. MISCELLANEOUS PROVISIONS

67. The Parties to this Stipulation and their undersigned counsel agree to undertake their best efforts and mutually cooperate to effectuate this Stipulation, and to take all steps and efforts contemplated by this Stipulation, as well as any other steps and efforts which may become necessary by order of the Court or otherwise.

68. At the Final Approval Hearing, and in any appeal of the Final Order and Judgment, and in any collateral attack on the Final Order and Judgment, the Parties to this Stipulation agree to defend this Stipulation against objections.

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

70. Except as otherwise provided, this Stipulation contains the entire agreement between the Parties to this Stipulation, and supersedes any prior agreements or understandings

between them. All terms of this Stipulation are contractual and not mere recitals, and shall be construed as if drafted by all Parties to this Stipulation. The terms of this Stipulation are and shall be binding upon each of the Parties to this Stipulation, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Class Member.

71. This Stipulation may be amended or modified only by a written instrument signed by Counsel for all Parties to this Stipulation. Amendments and modifications may be made without additional notice to the Class Members unless such notice is required by the Court.

72. This Stipulation shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Texas

73. The Parties and each Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Stipulation or the applicability of the Stipulation and its exhibits, but for no other purpose.

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

75. This Stipulation shall be deemed to have been executed upon the last date of execution by all the undersigned.

76. This Stipulation may be executed in counterparts, each of which shall constitute an original.

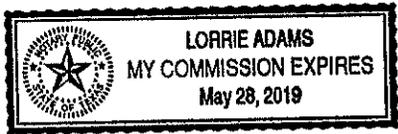
SIGNATURES BEGIN ON FOLLOWING PAGE

Karen Hyder
Karen Hyder

SUBSCRIBED AND SWORN TO

before me this 31st day
of October, 2018.

Lorrie Adams
Notary Public

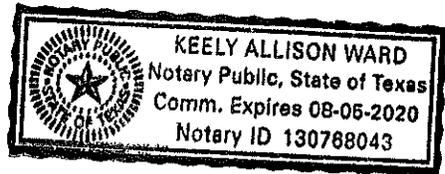


Joseph Schladant
Joseph Schladant

SUBSCRIBED AND SWORN TO

before me this 19 day
of October, 2018.

Keely Allison Ward
Notary Public



SIGNATURES CONTINUED ON FOLLOWING PAGE



Consumers County Mutual Insurance Company;
The Automobile Insurance Company of Hartford,
Connecticut; St. Paul Fire and Marine Insurance
Company; The Charter Oak Fire Insurance
Company; The Phoenix Insurance Company; The
Standard Fire Insurance Company; The Travelers
Home and Marine Insurance Company; The
Travelers Indemnity Company; The Travelers
Indemnity Company of America; The Travelers
Indemnity Company of Connecticut; Travelers
Casualty Insurance Company of America; The
Travelers Indemnity Company of Connecticut;
Travelers Property Casualty Company of America;
or Travelers Personal Security Insurance Company.

By: Michael A. Fusco
Senior Counsel
Travelers

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AS TO FORM AND SUBSTANCE:

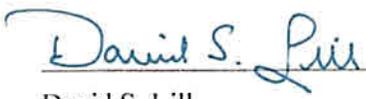
Dated: 10/16/18



Adam S. Ward
Allison & Ward Attorneys at Law
7718 Wood Hollow Drive, Suite 220
Austin, TX 78731
(512) 474-8153

APPROVED AS TO FORM AND SUBSTANCE:

Dated: Oct 16, 2018



David S. Lill
Lill Firm, P.C.
4407 Bee Caves Road, Suite 111, Bldg 1
Austin, TX 78746
(512) 330-0252

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

Mark L. Hanover (*pro hac vice* pending)
Dentons U.S. LLP
233 S. Wacker Dr., Suite 5900
Chicago, IL 60606
(312) 876-8000

Dated: _____

Leanna M. Anderson
Dentons U.S. LLP
2000 McKinney Avenue, Suite 1900
Dallas, TX 75201-1858
(214) 259-0972

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

Adam S. Ward
Allison & Ward Attorneys at Law
7718 Wood Hollow Drive, Suite 220
Austin, TX 78731
(512) 474-8153

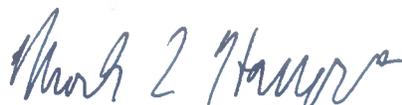
APPROVED AS TO FORM AND SUBSTANCE:

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David S. Lill
Lill Firm, P.C.
4407 Bee Caves Road, Suite 111, Bldg 1
Austin, TX 78746
(512) 330-0252

APPROVED AS TO FORM AND SUBSTANCE:

Dated: 11/16/2018



Mark L. Hanover (*pro hac vice* pending)
Dentons U.S. LLP
233 S. Wacker Dr., Suite 5900
Chicago, IL 60606
(312) 876-8000

Dated: _____

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Dentons U.S. LLP
2000 McKinney Avenue, Suite 1900
Dallas, TX 75201-1858
(214) 259-0972

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

Adam S. Ward
Allison & Ward Attorneys at Law
7718 Wood Hollow Drive, Suite 220
Austin, TX 78731
(512) 474-8153

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

David S. Lill
Lill Firm, P.C.
4407 Bee Caves Road, Suite 111, Bldg 1
Austin, TX 78746
(512) 330-0252

APPROVED AS TO FORM AND SUBSTANCE:

Dated: _____

Mark L. Hanover (*pro hac vice* pending)
Dentons U.S. LLP
233 S. Wacker Dr., Suite 5900
Chicago, IL 60606
(312) 876-8000

Dated: 11/14/18



Leanna M. Anderson /state Bar No. 24085833
Dentons U.S. LLP
2000 McKinney Avenue, Suite 1900
Dallas, TX 75201-1858
(214) 259-0972

Exhibit A

Claim Form

Hyder v. Consumers Class Action Settlement

Dear [NAME]:

You are receiving this claim form as part of a class action settlement overseen by the District Court of Travis County, Texas. Defendant’s records show that you may be eligible to receive money from the Settlement, because you made a claim for Personal Injury Protection (“PIP”) benefits under an automobile insurance policy issued by Defendant, where the claim or a portion thereof was not paid solely because the medical bill(s) were paid by a third party insurer.

Please read and complete the following information:

I believe and affirm that I am entitled to a settlement payment because Defendant did not pay my PIP claim, or a portion thereof, solely because the medical bill(s) were paid by a third party insurer.

To be eligible for recovery, then you must complete lines 1-3

1. Signature: _____
2. Date: _____
3. Last 4 digits of Social Security Number: _____

If there are any blank spaces below in lines 4-6, then please provide the requested information. *You are not required to provide this information to be eligible for recovery.* However, this information will assist in locating necessary records through a computerized search. If necessary records cannot be located through a computerized search, then you will not be eligible for recovery.

4. Printed Name: [PRE-PRINTED FOR FORMS ISSUED WITH MAILED NOTICE]
5. Claim Number: [PRE-PRINTED FOR FORMS ISSUED WITH MAILED NOTICE]
6. Policy Number: [PRE-PRINTED FOR FORMS ISSUED WITH MAILED NOTICE]

Please provide current contact information below. This will allow us to follow up and send you a check if your Claim Form is valid.

7. Mailing address: _____
8. Email Address(es) _____
9. Phone Number(s): _____

To be valid, this form must be postmarked by [DATE], 2019, and mailed to:

[EPIQ ADDRESS]

Exhibit B

IN THE DISTRICT COURT OF TRAVIS COUNTY TEXAS

KAREN HYDER AND
JOSEPH SCHLADANT,

Plaintiffs

v.

CONSUMERS COUNTY MUTUAL
INSURANCE COMPANY,

Defendant.

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CAUSE NO. D-1-GN-16-000596

353rd JUDICIAL DISTRICT

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO:	Every Person who, from March 14, 2012 to [date of preliminary approval] , was insured under a Policy underwritten by Defendant, Consumers County Mutual Insurance Company, or any of its Affiliates, and who filed a claim for Personal Injury Protection (“PIP”) benefits where the claim or a portion thereof was not paid solely because the medical bill(s) were paid by a third party insurer.
------------	--

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY**

**IF YOU MEET THE CRITERIA SET OUT BELOW AND TIMELY SUBMIT A
VALID CLAIM FORM, YOU MAY BE ELIGIBLE FOR A CASH PAYMENT**

1. Why should I read this Notice?

The purpose of this Notice is to inform you that your rights may be affected by the Proposed Settlement of the above captioned Action. This Notice is issued pursuant to Texas Rule of Civil Procedure 42 and by order of the District Court of Travis County, Texas. The Notice has been sent only to the Potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident.

2. What is the Lawsuit about?

This Notice describes the Proposed Settlement of a class action lawsuit concerning alleged violation of Texas law by Defendant, Consumers County Mutual Insurance Company or its Affiliates (as further defined in the Settlement Agreement). The Plaintiffs allege generally that, in

violation of Texas state law, Defendant improperly denied in whole or in part PIP benefits on the basis that a third party insurance company paid all or part of the subject medical bills.

3. What are the terms of the Settlement Agreement?

Class Members who timely submit a Valid Claim Form are entitled to receive 95% of any amounts not paid by Defendant solely or in part because medical bill(s) were paid by a third party insurer, according to Defendant's records. Recovery is available for all valid claims, with no aggregate cap. However, if a settlement payment would otherwise result in the Class Member recovering more than the PIP Policy Limit, then the settlement payment will be reduced to the part of that Policy Limit available, if any.

Defendant will pay claims based only on what its records show. If there is a disagreement between Defendant and Class Counsel regarding a payment amount, and that disagreement cannot be resolved between them, the dispute will be resolved by the Court..

4. Who is covered by the case?

On __ __, 2018, the Court provisionally certified the Class described above. To be excluded from the class, you must follow the "opt out" procedure described in this Notice.

5. How do I make a claim?

A Claim Form is provided with this Notice. You must fully complete the Claim Form and mail it to the Claims Administrator at the address listed on the form. In order to be eligible, the completed Claim Form must be postmarked not later than _____, 2019.

6. Do I need to do anything to participate or can I exclude myself from the Class?

Yes. If you wish to participate in the Settlement, you must submit a Claim Form as provided in the previous paragraph. Your Claim will then be resolved and paid, if valid, upon approval of the Settlement and within the time frames specified therein. You will not be charged anything individually to remain in the Class.

If you fit the class description but do not file a claim, you will not receive the benefits of the Settlement, but will still be bound by any final judgment entered, including the Release of your claims, and will be permanently enjoined from prosecuting any of the Released Claims in this matter at any time in the future.

Notwithstanding the preceding paragraph, you may "opt out" of the Class by using the procedure described below. If you elect to opt out, the Court will exclude you from this case and you will not receive any payment in this case. If you validly opt out, you will also not be bound by this Settlement or any final judgment entered in the case.

To opt out, send a letter addressed to _____. The letter must state your name, address, and telephone number, must state that you do not wish to be a member of the Class and are "opting

out,” and must be signed by the person who is opting out. The letter must be postmarked no later than _____, 2019.

7. Who represents the Class?

For purposes of the Settlement, the Named Plaintiffs, Karen Hyder and Joseph Schladant, have been designated by the Court as the Class Representatives. The Class is represented by the following attorneys (“Class Counsel”):

Adam S. Ward
Allison & Ward Attorneys at Law
7718 Wood Hollow Drive, Suite 220
Austin, TX 78731
(512) 474-8153
e-mail: allison-ward@sbcglobal.net

David S. Lill
Lill Firm, P.C.
4407 Bee Caves Road
Suite 111, Bldg 1
Austin, TX 78746
(512) 330-0252
Email: david@lillfirm.com

8. Reasons for the Settlement.

The Named Plaintiffs and Class Counsel support the Settlement Agreement because it provides for prompt, efficient, and fair relief. In ultimately deciding to recommend this Settlement, Class Counsel considered the relative risks and benefits to the Class of settlement or continuing litigation. Class Members incur no risk or cost in obtaining the relief provided for in the Settlement.

While Defendant has agreed to the terms of this Settlement, Defendant has denied and continues to deny liability on each and every claim asserted by the Named Plaintiffs. More specifically, Defendant has denied and continues to deny all charges of wrongdoing or liability, on any theory, arising out of any conduct, statements, acts or omissions of Defendant or its employees, agents or representatives, in connection with the Action. Defendant has denied and continues to deny any assertion that the Named Plaintiffs or Settlement Class Members suffered any damages that were proximately caused by any act or omission of Defendant or its employees, agents or representatives, or that a Class Action would otherwise be proper in this case.

9. Who pays the attorneys’ fees and costs?

At the Fairness Hearing set for _____, 2019 at __:00 a.m., Class Counsel will seek Court approval for an attorneys’ fee and cost award not to exceed \$250,000. Any fees and cost award will be paid separately by Defendant, and will not reduce or diminish the amounts paid to Class Members.

Subject to Court approval, Defendant has also agreed to pay a class representative fee of up to \$6,000 for Named Plaintiff Hyder and \$2,000 for Named Plaintiff Schladant for their time,

effort and risk in prosecuting this Action. These payments are in addition to and will not reduce or diminish the amounts paid to Class Members.

10. Settlement approval procedure.

The Court will hold a Fairness Hearing on _____ at ___ a.m., in the Courtroom of the Honorable __ in Austin, Texas. The address of the Court is District Court of Travis County, 1000 Guadalupe, __ floor, Austin, TX 78701. At the Fairness Hearing, the Court will consider whether the Proposed Settlement should be granted final approval as fair, adequate, and reasonable and in the best interests of the Class as a whole. The Court will also consider the request of Class Counsel for an award of attorneys' fees and costs and the proposed class representative payment by Defendant. You may attend this hearing if you wish, but are not required to do so in order to participate in the Settlement.

If you decide to opt out of the Class, you are not entitled to object to the Proposed Settlement. If you decide to remain in the Class, and you wish to object to any aspect of the Settlement, you may do so, provided that you submit your objections, in writing, to the Court, at _____, and to [**address from Class Administrator**] not later than thirty (30) days before the Fairness Hearing.

If you wish to appear at the Fairness Hearing and be heard orally in objecting to the Settlement, you may do so if you file with the Clerk of the Court, and send to the address listed above, a written notification of your desire to appear personally, indicating briefly the nature of your intended objection. Such notice must be postmarked not later than thirty (30) days before the Fairness Hearing.

If you intend to object to the Settlement, you must submit in writing the following information: (a) a heading which refers to the Action; (b) a statement whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identifying that counsel by name, address and phone number; (c) a clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection; and (d) proof that the objector is in fact a Settlement Class Member. If the Class Member is represented by an attorney, he/she or it must comply with all applicable Texas laws and rules for filing pleadings and documents in Texas courts.

11. Effect of Settlement Approval, including Release of All Claims.

Unless you exclude yourself from the Class in the manner set forth herein, if the Final Judgment and Order Approving Settlement is entered by the Court, you shall be deemed to have given Defendant or its Affiliates, and all of their past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors and/or any other successors, assigns, independent contractors and legal representatives of the entities set forth in (i).and any of its past, present or future officers, stockholders, directors, agents, employees and/or independent contractors and/or any other successors, assigns, or legal representatives thereof (the "Released Persons") a General Release.

Under this General Release, you, your heirs, executors, administrators, successors and assigns shall release, waive, withdraw, retract and forever discharge any and all known and Unknown Claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys' fees, costs, penalties, interest, expenses, losses or damages (including actual, consequential, statutory, extra-contractual, treble, punitive, exemplary, or other) arising from or in any way related to the acts alleged or which are or could have been alleged by the Named Plaintiffs or the Class Members in this Action, to the full extent of *res judicata* protections, and which relate in any way to the theories in the Action, or which could have been brought relating in any way whatsoever to the subject matter of the Action. This includes, but is not limited to, claims for declaratory judgment, violations of the Texas Insurance Code, §§ 1952.156 and 1952.157, breach of contract, unfair or deceptive acts (including violation of various provisions of Tex. Ins. Code. §§ 541.060 and 541.061), statutory and non-statutory attorneys' fees; unjust enrichment; breach of any covenant of good faith and/or fair dealing; premium overcharges; fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations of any consumer protection act or unfair claims settlement practices law; conversion; punitive damages; interest; injunctive relief; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress; and/or bad faith, relating in any way whatsoever to the denial, in whole or in part, of claims for PIP benefits where the medical bills(s) were paid in whole or in part by a third party insurer, and/or any claims which were brought or could have been brought or relate in any way whatsoever to the Action

“Unknown Claims” means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by the Stipulation, as to any of the Released Claims, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Stipulation and related to Personal Injury Protection benefits as defined herein, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections.

If the Settlement is not approved by the Court, the case will proceed as active litigation. If there are further actions that are taken in this lawsuit that affect your rights, you will receive notice as ordered by the Court.

12. Where do I get additional information?

The foregoing is only a summary of the circumstances surrounding the lawsuit, the claims asserted, the Proposed Settlement, and related matters. You may seek the advice and guidance of Class Counsel, or of your own private attorney at your own expense if you desire.

For more detailed information, you may review the pleadings, records, and other papers on file in this lawsuit, which may be inspected during regular business hours at the Clerk's Office, District Court of Travis County, Texas. In addition, you can obtain further information by writing to [**address from Class Administrator**] or by calling the following toll-free number: [**number from Class Administrator**]. Copies of the Settlement Agreement are also available from Class

Counsel. If you wish to communicate with Class Counsel, you may do so by phoning, writing to or e-mailing Class Counsel at the number and/or addresses listed on Page 3. Please do not contact Defendant regarding this Settlement.

ALSO, PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

Dated: _____, 2019

Clerk, Travis County District Court

Exhibit C

IN THE DISTRICT COURT OF TRAVIS COUNTY TEXAS

KAREN HYDER AND
JOSEPH SCHLADANT,

Plaintiffs

v.

CONSUMERS COUNTY MUTUAL
INSURANCE COMPANY,

Defendant.

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CAUSE NO. D-1-GN-16-000596

353rd JUDICIAL DISTRICT

FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL WITH
PREJUDICE [PROPOSED]

On the ____ day of _____, 2019, the matter of the Court's final approval of the Stipulation of Settlement submitted on ____, 2019, as part of the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of Plaintiffs and the Settlement Class were Adam S. Ward, Allison & Ward Attorneys at Law, and David S. Lill, Lill Firm, P.C. ("Class Counsel"). Appearing on behalf of Defendant were Leanna M. Anderson and Mark Hanover, Dentons US LLP.

WHEREAS, the Named Plaintiffs, Karen Hyder and Joseph Schladant, and Defendant, Consumers County Mutual Insurance Company or its Affiliates (as defined in the Stipulation of Settlement, and hereinafter referred to as "Defendant") have executed and filed a Stipulation of Settlement ("Stipulation" or "Agreement") with the Court on ____, 2018; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on __, 2018, entered the Order Preliminarily Approving Settlement and Directing Notice to the Class (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Karen Hyder and Joseph Schladant were approved in the Preliminary Approval Order as the class representatives, the Court having preliminarily found them, for settlement purposes only, to be adequate Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating Notice of the Settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on _____, 2019, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate.

WHEREAS, Defendant and Class Counsel have satisfactorily indicated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on _____ 2019, at which all interested persons were given an opportunity to be heard, and all objections to the Settlement were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

A. The Complaint filed in this action alleges generally, that, in violation of Texas state law, Defendant improperly denied in whole or in part PIP benefits on the basis that a third party insurance company paid all or part of the subject medical bills.

B. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows: Every Person who, at any time during the Class Period, was insured under a Policy and who filed a claim for PIP benefits where the claim or a portion thereof was not paid solely because the medical bill(s) were paid by a third party insurer. Excluded from the Settlement Class are: Class Counsel; Released Persons; all directors and officers of Defendant or its Affiliates; and persons who were represented by counsel in litigation against Defendant or its Affiliates, where the litigation included a claim for PIP benefits, and where the person executed a settlement and/or release of any claim for PIP benefits. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Order.

C. The Court certifies this Action, for settlement purposes only, as a Class Action under Texas Rule of Civil Procedure 42, and, in so doing, finds that, for settlement purposes only, the requirements for maintaining a class action have been met. The Court reaffirms that, for settlement purposes only, the Named Plaintiffs are adequate Class Representatives.

D. The Named Plaintiffs and Defendant have entered into the Stipulation which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendant on behalf of the Named Plaintiffs and the Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Stipulation, and directed that Notice of the Proposed Settlement and of this hearing be disseminated in accordance with the terms of the Preliminary Approval Order.

E. In accordance with the terms of the Agreement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. Defendant's

counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan. The Notice Plan constituted the best Notice practicable under the circumstances, and constituted valid, due and sufficient notice to Potential Class Members.

F. The Named Plaintiff and Defendant have applied to the Court for approval of the terms of the Proposed Settlement and for the entry of this Final Order. Pursuant to the Notice Plan, and upon notice to all Parties, a hearing was held before this Court, on _____, 2019, to determine whether the Proposed Settlement of the Action should be approved as fair, reasonable, and adequate, and whether the Final Order approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend, should be entered.

G. The Court hereby finds that approval of the Stipulation and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

H. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendant and the Released Persons.

2. _____ members of the Settlement Class have filed requests for exclusion. All remaining members of the Settlement Class are therefore bound by this Final Order and by the Stipulation and the Settlement embodied therein, including the Releases provided for in the Stipulation and this Final Order.

3. All provisions and terms of the Stipulation and Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiffs, and all provisions and terms of the Stipulation and Settlement are hereby finally approved in all respects.

4. The Parties to the Stipulation are hereby directed to consummate the Stipulation in accordance with its terms.

5. This Action is dismissed in its entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class shall be forever barred and permanently enjoined from starting, continuing, or participating in, litigating or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts or circumstances in this Action and/or the Released Claims. As of the Effective Date and by operation of the entry of the Final Order, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Settlement Class Member may have against the Released Persons.

6. "Released Claims" means and includes any and all known and Unknown Claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys' fees, costs, penalties, interest, expenses, losses or damages (including actual, consequential, statutory, extra-contractual, treble, punitive, exemplary, or other) arising from or in any way related to the acts alleged or which are or could have been alleged by the Named Plaintiffs or the Class Members in this Action, to the full extent of *res judicata* protections, and which relate in any way to the theories in the Action or which could have been brought relating in any way

whatsoever to the subject matter of the Action. This includes, but is not limited to, claims for declaratory judgment, violations of the Texas Insurance Code, §§ 1952.156 and 1952.157, breach of contract, unfair or deceptive acts (including violation of various provisions of Tex. Ins. Code. §§ 541.060 and 541.061), statutory and non-statutory attorneys' fees; unjust enrichment; breach of any covenant of good faith and/or fair dealing; premium overcharges; fraudulent inducement; fraud; misrepresentation; deception; consumer fraud; antitrust; defamation; tortious interference with contract or business expectations; Racketeer Influenced and Corrupt Organizations Act violations; violations of any consumer protection act or unfair claims settlement practices law; conversion; punitive damages; interest; injunctive relief; costs; unfair trade practices; unfair insurance practices; unfair competition; deceptive practices; statutory violations; regulatory violations; unfair business practices; breach of fiduciary duty; mental or emotional distress; and/or bad faith, relating in any way whatsoever to the denial, in whole or in part, of claims for PIP benefits where the medical bills(s) were paid in whole or in part by a third party insurer, and/or any claims which were brought or could have been brought or relate in any way whatsoever to the Action.

7. "Released Persons" means (i) Defendant or its Affiliates, and all of their past and present divisions, parent entities associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors and legal representatives of the entities set forth in (i).

8. "Unknown Claims" means any claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Stipulation, as to any of the Released Claims, so that each Class Member

shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Stipulation and related to Personal Injury Protection benefits as defined herein, to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protections.

9. It is hereby determined that the Notice Plan was the best Notice practicable under the circumstances to all members of the Settlement Class, and is therefore finally approved as fair, reasonable and adequate. Specifically, the Class Notice was sent via first-class mail to the current or last known address of all Texas automobile insurance policyholders for whom Defendant has electronic records reflecting potential membership in the Class -- i.e., where codes 472 & 563 are reflected on the relevant documentation which informed the claimant that a PIP payment was being not paid or reduced based on the theory alleged in the Action. However, because there is no reasonable way to sufficiently identify any Class Members who did not receive, in the documentation of the reason for the denial, in whole or in part, of their PIP claim, the codes referred to above, through reasonable effort based on Defendant's records, the Class Notice was supplemented via publication by the Summary Notice described in Part III of the Agreement. *See, e.g., Sun Coast Res., Inc. v. Cooper*, 967 S.W.2d 525, 536–37 (Tex. App. - Houston 1998, pet. dismiss'd w.o.j.) (“Rule 42 requires the trial court to devise only the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. . . . Publication notice is not precluded.”) (citation and internal quotation omitted); *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 296 (W.D. Tex. 2007) (“Individual notice is not required when there is no reasonable way to sufficiently identify the class members.”); *Klein v. O'Neal, Inc.*, No. CIV.A. 7:03-CV-102-D, 2009 WL 1174638, at *2 (N.D. Tex. Apr. 29, 2009) (“It is well

established that notice by publication can satisfy due process when information required to identify individual class members cannot be procured through reasonable effort.”). Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.

10. Any and all documentation identified by Defendant as confidential, and provided by Defendant to the Named Plaintiffs, Class Counsel, Class Counsel’s experts, or anyone else employed by Class Counsel, and all copies thereof, shall be returned to Defendant or certified as destroyed within 90 days of the Effective Date. Class Counsel shall submit an affidavit to Defendant confirming that any such documentation has been returned or destroyed..

11. Neither Defendant nor Class Counsel shall make any mass and/or generalized communications about the Settlement directed to Class Members without joint approval by both Class Counsel and Defendant.

12. Class Counsel further agree that any representation of any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Defendant over any of the Released Claims, would place Class Counsel in an untenable conflict of interest with the Settlement Class. Accordingly, Class Counsel shall not represent any person in requesting exclusion from the Settlement Class. Additionally, Class Counsel shall not represent, in any subsequent litigation that may arise against Defendant or its Affiliates that

relates in any way to the Released Claims, any person who requested exclusion from the Settlement Class or any Class Member who was not excluded from the Settlement Class.

13. The Stipulation, the Settlement and this Final Order are not to be deemed admissions of liability or fault by Defendant or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendant. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Order nor the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Agreement. Neither this Final Order nor the Stipulation, nor any pleading or other paper related in any way to the Stipulation, nor any act or communication in the course of negotiating, implementing or seeking approval of this Stipulation, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class or subclass in any other proceeding, or shall be used as precedent in any way against Defendant in any future legal or administrative proceeding of any kind. Neither Defendant nor Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Class Administrator.

14. The Court has considered the request for a class representative fee, and hereby approves and awards Karen Hyder the amount of \$ _____ and Joseph Schladant the amount of \$ _____ in recognition of the time and effort spent by each Plaintiff as a class representative and for serving the interests for the Class Members. These awards are in addition to, and not in

lieu of, any payments due these Named Plaintiffs for their individual Claims, if any, made under the Settlement. The class representative fees shall be paid by Defendant in accordance with the terms of the Agreement.

15. The Court has considered Class Counsel's request for an attorneys' fees and cost award for the prosecution of this Action, and hereby makes an attorneys' fees and cost award in the amount of \$ _____ as reasonable, fair, and appropriate to compensate Class Counsel for the time and effort spent to investigate, file, litigate and settle the action. These fees and costs shall be paid by Defendant in accordance with the terms of the Agreement.

16. Neither Defendant nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to the Stipulation to effectuate any of the terms of the Settlement.

17. This Order is a final judgment in the Action within the meaning of the Texas Rules of Civil Procedure as to all claims among Defendant on the one hand, and the Named Plaintiffs and all Class Members on the other. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Final Order, the Stipulation and the Settlement;
- B. Hearing and determining any application by any Party to the Stipulation for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATED: _____, 2019

Honorable _____

Presented By:

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Attorneys for Defendant

Exhibit D

IN THE DISTRICT COURT OF TRAVIS COUNTY TEXAS

KAREN HYDER AND
JOSEPH SCHLADANT,

Plaintiffs

v.

CONSUMERS COUNTY MUTUAL
INSURANCE COMPANY,

Defendant.

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CAUSE NO. D-1-GN-16-000596

353rd JUDICIAL DISTRICT

ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING NOTICE TO
THE CLASS [PROPOSED]

WHEREAS, the Named Plaintiffs, Karen Hyder and Joseph Schladant, on behalf of themselves and the proposed Settlement Class, and Defendant, Consumers County Mutual Insurance Company or its Affiliates (as defined in the Stipulation of Settlement, hereinafter referred to as “Defendant”) (“Settlement” or “Agreement”), all acting by and through their respective counsel, have agreed, subject to Court approval following Notice to the Settlement Class, to settle this litigation upon the terms and conditions in the Agreement, filed with the Court on ____, 2018; and

WHEREAS, the Parties have made an application pursuant to Texas Rule of Civil Procedure 42 for preliminary approval of the Settlement of this Action, as set forth in the Agreement; and

WHEREAS, the Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and with good cause appearing,

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all members of the Class and Defendant.

3. The Court preliminarily approves the Settlement and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Class, but such finding is not to be deemed an admission of liability or fault by Defendant or by any other person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Preliminary Order nor the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Agreement. Neither this Preliminary Order nor the Stipulation, nor any pleading or other paper related in any way to the Stipulation, nor any act or communication in the course of negotiating, implementing or seeking approval of this Stipulation, shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class or subclass in any other proceeding, or shall be used as precedent in any way against Defendant in any future legal or administrative proceeding of any kind.

4. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (“Class Notice”) and the Summary Notice of the same (“Summary Notice”), attached to the Agreement as Exhibits B and E, respectively.

5. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Class Notice before it is mailed to Class Members, and the Summary Notice before it is published.

6. The Court finds that the Class Notice and the Summary Notice, as set forth in the Agreement, constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort, and constitutes valid and sufficient published notice to all persons entitled thereto, complying fully with the requirements of the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and the requirements of any other applicable rules or laws.

7. The Notice procedure shall be as set forth below and in the Agreement. Within forty-five (45) days of this Order, Defendant shall cause, via the Class Administrator, Epiq Systems, which is hereby appointed Class Administrator by the Court, copies of the Class Notice and applicable Claim Form to be mailed to all Class Members in accordance with Part III of the Agreement, and the Summary Notice to be published in accordance with Part III of the Agreement. The Class Notice shall be sent only to the Potential Class Members, not to any of their personal counsel, whether known or unknown, in connection with any specific Accident. The Class Notice shall be sent via first-class mail to the current or last known address of all Texas automobile insurance policyholders for whom Defendant has electronic records reflecting potential membership in the Class -- *i.e.*, where codes 472 & 563 are reflected on the relevant documentation which informed the claimant that a PIP payment was being denied or reduced based on the theory alleged in the Action. However, because there is no reasonable way to sufficiently identify any Potential Class Members who did not receive, in the documentation of

the reason for the denial, in whole or in part, of their PIP claim, the codes referred to above, through reasonable effort based on Defendant's records, the Class Notice shall be supplemented via publication by the Summary Notice described in Part III of the Agreement. *See, e.g., Sun Coast Res., Inc. v. Cooper*, 967 S.W.2d 525, 536–37 (Tex. App. - Houston 1998, pet. dismiss'd w.o.j.) ("Rule 42 requires the trial court to devise only the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. . . . Publication notice is not precluded.") (citation and internal quotation omitted); *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 296 (W.D. Tex. 2007) ("Individual notice is not required when there is no reasonable way to sufficiently identify the class members."); *Klein v. O'Neal, Inc.*, No. CIV.A. 7:03-CV-102-D, 2009 WL 1174638, at *2 (N.D. Tex. Apr. 29, 2009) ("It is well established that notice by publication can satisfy due process when information required to identify individual class members cannot be procured through reasonable effort."). The Claim Form attached to the Agreement as Exhibit A is approved as the form to be sent to Class Members. Neither Defendant nor Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Class Administrator.

8. All costs and expenses incurred in identifying and providing notice to Class Members and in administering the Settlement shall be paid by Defendant as set forth in the Agreement. However, if a Class Notice mailing is returned as undeliverable, Class Counsel reserve the right, at their own expense, and consistent with the remaining timeframes set forth in the Agreement, to take additional steps to obtain a valid address to which the Class Administrator can mail the Class Notice. Prior to the Final Settlement Hearing, Defendant shall file with the Court and serve on Class Counsel proof by declaration or affidavit that it has complied with the notice requirements described above and in the Agreement. In order to

effectuate the terms of the Settlement, the Court appoints Epiq Systems as the Claims Administrator in this matter.

9. Consistent with the Agreement, the Court conditionally approves the following Settlement Class: Every Person who, at any time during the Class Period, was insured under a Policy, and who filed a claim for PIP benefits where the claim or a portion thereof was not paid solely because the medical bill(s) were paid by a third party insurer. Excluded from the Class are Class Counsel, Released Persons, and all directors and officers of Defendant or its Affiliates; and persons who were represented by counsel in litigation against Defendant or its Affiliates, where the litigation included a claim for PIP benefits, and where the person executed a settlement and/or release of any claim for PIP benefits.

10. If final approval of the Proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and of no further force or effect.

11. The Court appoints Karen Hyder and Joseph Schladant as Class Representatives, and Adam S. Ward, Allison & Ward Attorneys at Law, and David S. Lill, Lill Firm, P.C., as Class Counsel. The Court expressly finds, for settlement purposes only, that Karen Hyder and Joseph Schladant are adequate Class Representatives.

12. Class Members who wish to object to or exclude themselves from the Settlement must do so in accordance with the Agreement and the instructions contained in the Class Notice. All persons who properly submit requests for exclusion shall not be members of the Class and shall have no rights with respect to the Settlement. All Settlement Class Members who do not validly request exclusion shall be bound by any final judgment and order of dismissal entered pursuant to the Settlement, shall be barred and enjoined, now and in the future, from asserting any and all of the Released Claims, as defined in the Agreement, against the Released Persons, as defined in the Agreement, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims.

13. Potential Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days before the date set for the Final Settlement Hearing, which shall be sent to **[address from Class Administrator]**. Written requests for exclusion must be signed and include the Potential Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class.

14. Any Class Member who has not requested to be excluded from the Class may object and appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the Proposed Settlement as set forth in the Agreement as fair, reasonable and adequate; (b) provide for a class representative award; (c) provide for a fee and cost award to Class Counsel; and (d) enter a Final Order approving the Settlement; provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters by objection unless, no later than thirty (30) days prior to the Final Settlement Hearing, that person has properly filed with the Clerk of the Court, and served, in writing, to **[address from Class Administrator]**, the following information: (a) a heading which refers to the Action; (b) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and phone number; (c) a clear and detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a statement of authorities in support of the objection; and (d) proof that the objector is in fact a Settlement Class Member. If the Class Member is represented by an attorney or law firm, he/she or it must comply with all applicable Texas laws and rules for filing pleadings and documents in Texas courts. Any Class Member who does not make his or her objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the foregoing matters.

15. A hearing shall be held on oral argument on __, 2019, at _____, before the Honorable __, at the District Court of Travis County, 1000 Guadalupe, __ floor, Austin, TX 78701, for the purpose of determining (a) whether the Proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Order approving the Settlement and dismissing the litigation with prejudice and without leave to amend should be entered; (c) whether the Named Plaintiffs should receive class representative fees and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

16. The Court may adjourn the Final Settlement Hearing from time to time and without further notice. The Court reserves the right to approve the Settlement at or after the Final Settlement Hearing with such modifications as may be consented to by the Parties and without further notice. The Court further reserves the right to enter a Final Order dismissing the action with prejudice as to Defendant and against the Named Plaintiffs and the Class Members at or after the Final Settlement Hearing and without further notice.

17. This Action shall be stayed pending further proceedings in connection with the effectuation of the Settlement.

18. Pending final determination as to whether the Settlement should be approved, no Class Member shall commence, prosecute, pursue, or litigate any Released Claims against Defendant, whether directly, representatively, or in any capacity, and regardless of whether any such Class Member has appeared in the Action.

IT IS SO ORDERED.

DATED: _____, 2018

Honorable _____

Presented By:

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Attorneys for Defendant or its Affiliates

Exhibit E

Released Claims (as defined in the Settlement Notice and Settlement Agreement); and
(6) whether Plaintiffs' attorneys' application for an award of Attorneys' Fees and Costs should be approved.

A detailed Class Notice will be mailed to Potential Class Members upon request. If you are a potential member of the Class as described above, you should request a copy of the Class Notice immediately by calling the following toll free number: _____, or by accessing the following website: _____. The Class Notice describes the Proposed Settlement and Class Members' rights. The Proposed Settlement and the scheduled Court hearing may affect those rights.

The Court has appointed the following counsel as Class Counsel:

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DO NOT TELEPHONE THE COURT OR THE CLERK OF THE COURT.

Dated: _____,

/s/ Honorable _____