

Stipulation of Class Action Settlement

This Stipulation of Class Action Settlement (“Agreement”) is entered into December 19, 2022, by and among plaintiffs Adam Elgindy, Julianne Chuanroong, and Andrew Tasakos (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, and defendants AGA Service Company d/b/a Allianz Global Assistance (“AGA”), Jefferson Insurance Company (“JIC”), and BCS Insurance Company (“BCS”) (each a “Defendant” and collectively, the “Defendants” and with Plaintiffs and Defendants, the “Parties”), by and through their respective undersigned counsel.¹ Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Agreement, and upon the occurrence of the Effective Date, this Consolidated Action shall be fully and finally resolved, settled, and compromised on a classwide basis on the terms and conditions set forth below.

I. INTRODUCTION

1.1. AGA sells Travel and/or Event Protection Plans through multiple channels. Each Travel and/or Event Protection Plan is sold for a single price that includes both insurance premium and an Assistance Fee.

1.2. In each of the below Actions, Plaintiffs allege that Defendants violate state law by unlawfully, unfairly, and/or deceptively requiring consumers to pay a fee for “non-insurance assistance services” “on top of” the authorized insurance premium to obtain the insurance they seek with each Travel and/or Event Protection Plan.

¹ All capitalized terms not otherwise separately defined shall have the meaning set forth in Section II.

1.3. Defendants dispute Plaintiffs' allegations and contend that their conduct was not wrongful in any way and does not give rise to any liability.

A. The *Elgindy* Action.

1.4. On September 4, 2020, Plaintiffs Adam Elgindy and Julianne Chuanroong filed a class action complaint in the Northern District of California against Defendants, entitled *Elgindy et al. v. AGA Service Co. et al.*, 3:20-cv-06304-JST). In the *Elgindy* Action, the California Plaintiffs allege that Defendants violate California law by unlawfully, unfairly, and/or deceptively requiring consumers to pay a fee for "non-insurance assistance services" "on top of" the authorized insurance premium to obtain the insurance they seek with each Travel and/or Event Protection Plan. The California Plaintiffs asserted three claims on behalf of themselves, those similarly situated, and the general public: (a) for violations of California's Unfair Competition Law (the "UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (b) for violations of California's False Advertising Law (the "FAL"), Cal. Bus. & Prof. Code §§ 17500 *et seq.*; and (c) for common law fraud.

1.5. On March 29, 2021, Judge Tigar denied Defendants' motion to dismiss the California Plaintiffs' UCL and FAL claims but granted Defendants' motion to dismiss the California Plaintiffs' common law fraud claim.

1.6. Following that decision, the California Plaintiffs conducted extensive discovery, secured production of tens of thousands of pages of documents and thousands of voluminous spreadsheets (which would constitute over a million pages if printed), obtained critical and voluminous information pursuant to interrogatories and stipulations, conducted eight depositions of AGA employees from the product, underwriting, marketing, compliance, finance and assistance departments, and consulted with experts.

B. The *Tasakos* Action.

1.7. On April 2, 2022, Andrew Tasakos filed a class action complaint in the Western District of Washington against AGA and JIC, entitled *Tasakos et al. v. AGA Service Co. et al.*, No. 2:22-cv-00433. In the *Tasakos* Action, Plaintiff Tasakos alleges that AGA and JIC violate Washington law by unlawfully, unfairly, and/or deceptively requiring consumers to pay a fee for “non-insurance assistance services” “on top of” the authorized insurance premium to obtain the insurance they seek with each Travel and/or Event Protection Plan. In the *Tasakos* Action, Plaintiff Tasakos asserted two claims on behalf of himself, those similarly situated, and the general public: (a) for violation of Washington’s Consumer Protection Act (the “CPA”), RCW 19.86.010 *et seq.*; and (b) for breach of Defendants’ duty of good faith in insurance matters.

1.8. On June 13, 2022, AGA and JIC filed a motion to dismiss Plaintiff Tasakos’ complaint, which Plaintiff Tasakos opposed. The motion is still pending.

C. AGA’s Changes to its Disclosures.

1.9. During discovery in the *Elgindy* Action, AGA produced evidence that, during the Class Periods, AGA made multiple changes to information displayed to consumers including to the disclosures it provided to consumers regarding the pricing of assistance services contained in the Travel and/or Event Protection Plans purchased by Settlement Class Members.

1.10. More specifically, the evidence produced by AGA established that, no later than August 1, 2019, AGA had completed the implementation of the following changes to the ways it sold Travel and/or Event Protection Plans to California consumers: (a) stating, on the disclosure page for each Travel and/or Event Protection Plan, language to the effect that the “Plan charge includes the cost of insurance benefits and assistance services;” (b) following that disclosure with

a hyperlink for “Plan and Pricing Details,” which allowed consumers to visit a webpage that specifically identified the method of calculating the charge for AGA’s assistance service; and (c) sending a welcome letter with the approved forms for each Travel and/or Event Protection Plan to each purchaser, following each online purchase, in which AGA specifically and separately identified the Assistance Fee component and the insurance premium component of the single plan price for the Travel and/or Event Protection Plan.

1.11. Additionally, the evidence produced by AGA established that, as of April 8, 2020, AGA had completed its implementation of the same enhanced disclosures for sales of Travel and/or Event Protection Plans to Washington consumers.

1.12. Thus, California and Washington consumers who purchased Tranche 2 Plans received different disclosures than consumers who purchased Tranche 1 Plans.

1.13. In addition, Defendants produced evidence that, before the *Elgindy* Action was filed, AGA began planning changes whereby AGA revised its standard online language for ecommerce offers for Travel and/or Event Protection Plans sold in California and Washington to add both: (a) a statement, within the body of AGA’s offers, that the offered Travel and/or Event Protection Plan includes assistance services; and (b) an express statement adjacent to the foregoing disclosure informing consumers that they can review further details about “Pricing” for the offered Travel and/or Event Protection Plan through a hyperlink to additional information. Plaintiffs confirmed in discovery that because AGA’s changes relate to the Travel Insurance Model Act that has been adopted in the majority of states, AGA intends to continue making such information regarding Assistance Fees available to consumers.

D. Settlement Negotiations.

1.14. Throughout the pendency of the Actions, the Parties have engaged in extensive, contested litigation. Before entering into this Settlement, the Parties in the *Elgindy* Action engaged in extensive fact discovery for over two years, with much of the discovery elicited in the *Elgindy* Action providing information that informed Plaintiffs and their counsel as to the strengths and weaknesses in both cases.

1.15. The Parties also engaged in extensive settlement discussions before reaching this Settlement. On June 14, 2022, the Parties attended their first mediation session before Rodney Max, a member of the nationally recognized mediation firm of Upchurch, Watson, White & Max, where they commenced discussions relating to a potential consolidated settlement of the two Actions. The parties engaged in a second all-day mediation session on September 6, 2022. A framework and certain of the material terms were reached at a third all-day session on September 21, 2022. Between each of these in-person mediation sessions, diligent efforts to try to reach a resolution of the Actions, including with the assistance of Mr. Max, continued.

1.16. Plaintiffs and Class Counsel have extensively investigated the facts and law relating to the class claims and Defendants' defenses in each of the Actions. While Plaintiffs and Class Counsel believe the class claims in the Actions are meritorious, they also recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Consolidated Action and the Actions against Defendants through trial and through appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Consolidated Action and the Actions, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel also

considered complexities, weaknesses, and possible defenses to the claims asserted in the Consolidated Action and in the Actions, including but not limited to Defendants' arguments that: there is no law, statute or regulation in California or Washington that expressly prohibits the bundling of insurance and non-insurance assistance services; regulators in the applicable regulatory schemes approved Defendants' rates and forms after being informed that the products included bundled assistance services; the California Department of Insurance informed Defendants on multiple occasions that the Travel and/or Event Protection Plans they sold in California were not subject to various filing and rate-approval requirements set forth in California laws and regulations; Defendants provided disclosures to consumers in conjunction with their purchases (and the disclosures evolved throughout the Class Periods); there is evidence of customer satisfaction with assistance services contained within Defendants' records; and there is a longstanding industry-wide practice of bundling of insurance and non-insurance services. Plaintiffs and Class Counsel also recognize there are limited legal precedents regarding their theories that the Assistance Fees should be deemed unlawful agent's fees, unlawful premium, or an unfair practice in the transaction of insurance, and that it is also unclear how a court would resolve significant disputes regarding the proper model of restitution in these circumstances. With all of these factors in mind, Plaintiffs and Class Counsel are confident that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.17. The Defendants deny all of the claims and contentions in the Consolidated Action and each Defendant denies all claims and contentions as to each Action filed against each Defendant, any wrongdoing, any liability to the Plaintiff(s) that sued the Defendants or any Settlement Class Member, including any alleged wrongdoing or liability arising out of or relating

to any of the conduct, statements, acts, or omissions alleged in the Consolidated Action or in the Action(s) filed against each Defendant. Each Defendant believes there are meritorious defenses and legal challenges to the claims asserted by the Plaintiff(s) that sued each Defendant, both in regard to certification as a litigation class and their underlying merits including but not limited to the codification of industry practices of bundling in the Travel Insurance Model Act drafted by the National Association of Insurance Commissioners, the approval of filings with applicable regulators advising of bundled products, the changes in customer disclosures and information available at the point of sale, and the individualized knowledge and experience of consumers purchasing the Travel and Event Protection Products, among other factors. Each Defendant further denies that they committed any wrongful act or violated any law or duty alleged in the Consolidated Action or in the Action(s) against the Defendant, and contend that they acted in full compliance with the law in connection with Plaintiff and the Settlement Class. Taking into account the costs, burden, and uncertainty inherent in any litigation, however, each Defendant has concluded that it is desirable and beneficial that the Consolidated Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

1.18. Without any admission or concession on the part of the Plaintiffs as to the lack of merit of the Consolidated Action or the Actions whatsoever and without any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever, by any of the Defendants, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs and the Settlement Class, and Defendants, that the Consolidated Action be settled, compromised, released, and dismissed on the merits and with prejudice, subject to the Court's approval as required by Rule 23 of the Federal Rules of Civil Procedure on the following terms and conditions:

II. DEFINITIONS

2.1. As used in this Agreement, including all the attached Exhibits, the terms defined in this Agreement have the meanings below, unless the Agreement expressly provides otherwise. All capitalized terms include the plural as well as the singular. The word “including” has the same meaning as the phrase “including, without limitation” and other similar phrases.

2.2. “Actions” means the following actions (each an “Action”): *Elgindy et al. v. AGA Service Co. et al.*, 3:20-cv-06304-JST (N.D. Cal.) and *Tsakos v. AGA Service Co. et al.*, No. 2:22-cv-00433 (W.D. Wa.).

2.3. “Additional Released Claims” means any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Actions or the Consolidated Action, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to, allegations (a) that Plaintiffs have had in the past or now have against Released Defendants, whether or not related to the Released Claims, on the one hand, and (b) that Released Defendants could have alleged against Plaintiffs in relation to the Actions or the Consolidated Action, on the other hand.

2.4. “AGA” means AGA Service Company (d/b/a Allianz Global Assistance).

2.5. “Agreement” means this Stipulation of Class Action Settlement, including all the attached Exhibits, which are an integral part of the Agreement and incorporated in their entirety by reference.

2.6. “Assistance Fee” means the portion of the total price of a Travel and/or Event Protection Plan that, according to AGA’s records, was charged for the assistance services included with the Travel and/or Event Protection Plan.

2.7. “Attorneys’ Fees and Expenses” means the attorneys’ fees incurred by Class Counsel for their representation of Plaintiffs and the Settlement Class in the Actions and Consolidated Action and the litigation expenses and charges incurred by Class Counsel in connection with the Actions and the Consolidated Action.

2.8. “Authorized Claimant” means any member of the Settlement Class who submits a timely and valid Claim Form and whose Submitted Claim for recovery has been deemed a Valid Claim pursuant to the terms of the Agreement.

2.9. “Awarded Attorneys’ Fees and Expenses” means the amount of Attorneys’ Fees and Expenses awarded by the Court to Class Counsel in connection with the Actions and the Consolidated Action.

2.10. “BCS” means BCS Insurance Company.

2.11. “CAFA Notice” means the notice of the Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* (“CAFA”).

2.12. “California Class Period” means from September 4, 2016, through and including the date the Order Granting Preliminary Approval is entered.

2.13. “California Plaintiffs” means Plaintiffs Elgindy and Chuanroong, collectively.

2.14. “Cash Payment” means payment made in the form of a check, or an electronic payment, including but not exclusive of such methods as Zelle, Paypal, Venmo, or virtual Prepaid Mastercard, from the Net Settlement Fund to an Authorized Claimant pursuant to the procedures

set forth herein, if the Settlement receives final approval from the Court and becomes effective as set forth in this Agreement.

2.15. “Claim Form” means the form, substantially in the form attached as Exhibit A, to be completed by a Settlement Class Member and submitted to the Settlement Administrator to seek a Cash Payment.

2.16. “Claims Deadline” means the date, on or before which a Settlement Class Member must submit a Claim Form to the Settlement Administrator to be considered for a Cash Payment, and which shall be twenty-eight (28) days prior to the initially scheduled Final Approval Hearing or such date otherwise ordered by the Court.

2.17. “Class Counsel” means attorneys at the law firm Gutride Safier LLP.

2.18. “Class Member(s)” means all Persons, except Excluded Persons, who purchased at least one or more (a) Qualifying California Travel and/or Event Protection Plan from September 4, 2016, through and including the date the Order Granting Preliminary Approval is entered and, for that purchase, provided a billing address in the State of California or if no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a California address; and/or (b) Qualifying Washington Travel and/or Event Protection Plan from April 2, 2018, through and including the date the Order Granting Preliminary Approval is entered, and, for that purchase, provided a billing address in the State of Washington or if no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a Washington address.

2.19. “Class Periods” means the California Class Period and/or the Washington Class Period.

2.20. “Class Representatives” means Plaintiffs.

2.21. “Consolidated Action” means the action as it will exist upon the contingent filing of a consolidated complaint for settlement purposes only to be filed in the *Elgindy* Action pending in the United States District Court for the Northern District of California.

2.22. “Court” means the United States District Court for the Northern District of California, the Honorable Jon S. Tigar presiding, or whomever may be subsequently assigned to the *Elgindy* Action.

2.23. “Defendants” means, collectively, AGA, JIC and BCS.

2.24. “Defendants’ Counsel” shall mean the following counsel of record for Defendants: Winston & Strawn LLP (for all Defendants in the Actions); DLA Piper LLP (for AGA and JIC in the *Tasakos* Action).

2.25. “Defendants’ Liaison Counsel” shall mean Gayle I. Jenkins of Winston & Strawn LLP.

2.26. “Effective Date,” or the date upon which this Settlement becomes “effective,” means the later of: (i) the expiration date of the time for filing a notice of appeal from the Final Approval Order, if no notice of appeal of the Final Approval Order is filed by that date; or (ii) if a notice of appeal is filed, but the Final Approval Order is affirmed or the appeal is dismissed, the date upon which the Court of Appeals issues the mandate.

2.27. “*Elgindy* Action” means *Elgindy et al. v. AGA Service Co. et al.*, 3:20-cv-06304-JST (N.D. Cal.).

2.28. “Email Notice” means a notice by email in substantially the same form as Exhibit B-2.

2.29. “Escrow Account” means an interest-bearing account into which the Settlement Amount shall be transferred that is subject to the oversight and control of the Settlement Administrator.

2.30. “Exhibits” means the exhibits attached to this Agreement.

2.31. “Excluded Persons” means (a) each and every presiding District Judge and Magistrate Judge in the Actions, and their staff, and their immediate family members; (b) the officers, directors, agents, servants, and current and former employees of Defendants who were employed by Defendants at any time on or after the start of the Class Periods, and the immediate family members of such Persons; (c) any Person who received a complete refund for each and every Qualifying Travel and/or Event Protection Plan purchased by that Person; (d) any Person for whom AGA opened and documented an assistance case in connection with each and every Qualifying Travel and/or Event Protection Plan purchased by that Person; and (e) any Person for whom each purchased Qualifying Travel and/or Event Protection Plan falls outside this Settlement because the Person received a complete refund for the purchased Qualifying Travel and/or Event Protection Plan or AGA opened and documented an assistance case in connection with the purchased Qualifying Travel and/or Event Protection Plan.

2.32. “Exclusion/Objection Deadline” means the deadline by which Class Members must submit objections to the Settlement or requests to be excluded from the Settlement, subject to the terms set forth in the Preliminary Approval Order, and which shall be twenty-eight (28) days prior to the initially scheduled Final Approval Hearing or such date otherwise ordered by the Court.

2.33. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve this Agreement as fair, reasonable, and adequate.

2.34. “Final Approval Order” means the order, substantially in the form attached hereto as Exhibit D, that the Parties shall ask the Court to enter at the Final Approval Hearing granting final approval of the Settlement.

2.35. “Incentive Awards” means the Court-approved awards to Plaintiffs in recognition of their time and effort in pursuing the Consolidated Action, fulfilling their obligations and responsibilities as class representatives, and agreeing to the Additional Releases.

2.36. “Initial Settlement Administration Payment” means the initial payment of Notice and Administration Expenses that can be paid from the Settlement Fund prior to the Effective Date and without further order of the Court in the amount of \$465,000.00, which can be modified by agreement of Class Counsel and Defendants’ Liaison Counsel if necessary to successfully effect the Notice Plan or by Court order.

2.37. “JIC” means Jefferson Insurance Company.

2.38. “Long-Form Notice” means the notice, substantially in the form attached hereto as Exhibit B-1, that the Settlement Administrator shall make available on the Settlement Website.

2.39. “Maximum Potential Payment” means the largest Cash Payment an Authorized Claimant may receive from the Net Settlement Fund, as determined in accordance with Paragraph 6.4.

2.40. “Net Settlement Fund” means the Settlement Fund less all Notice and Administration Expenses (inclusive of the expenses incurred and a reserve of the estimated expenses the Settlement Administrator expects to incur to complete its duties under this Settlement Agreement), Taxes and Tax Expenses (inclusive of a reserve of the estimated Taxes and Tax

Expenses the Settlement Administrator expects to incur), Awarded Attorneys' Fees and Expenses, Incentive Awards, and any other Court-approved deductions.

2.41. "Notice and Administration Expenses" means the actual and direct costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement.

2.42. "Notice Date" means the deadline, which will be set by the Court and which the Parties shall request to be sixty (60) calendar days after entry of the Order Granting Preliminary Approval, by which the Settlement Administrator must send initial Email Notices pursuant to Paragraph 4.6, perform the initial mailing of Postcard Notices pursuant to Paragraph 4.7.1, and launch the Settlement Website pursuant to Paragraph 4.8.

2.43. "Notice Plan" means the plan of notice, as set forth in Section IV of this Agreement, setting forth the method of notifying members of the Settlement Class of the pendency of the Consolidated Action and their rights under this Settlement.

2.44. "Order Granting Preliminary Approval" or "Preliminary Approval Order" means the order, substantially in the form attached as Exhibit C to this Agreement, to be entered by the Court, directing notice of the Settlement to Class Members and preliminarily approving this Settlement, among other things.

2.45. "Parties" means the Plaintiffs and Defendants, collectively, as each of those terms is defined in this Agreement. "Party" means any one of Plaintiffs or Defendants.

2.46. "Person" means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association,

government or any political subdivision or agency thereof, and any business or legal entity, and including any of their heirs, successors, representatives, or assignees.

2.47. “Plaintiffs” means Adam Elgindy, Julianne Chuanroong, and Andrew Tasakos, who shall seek to be appointed class representatives of the Settlement Class.

2.48. “Preliminary Approval Hearing” means the hearing held by the Court to determine whether to preliminarily approve this Agreement as likely to be found as fair, reasonable, and adequate at Final Approval and to direct notice of the Settlement to Class Members.

2.49. “Postcard Notice” means the notice, substantially in the form attached as Exhibit B-3 to this Agreement, to be sent to Class Members as set forth in Section 4.7 of this Agreement.

2.50. “Qualifying California Travel and/or Event Protection Plan” means any Travel and/or Event Protection Plan purchased during the California Class Period by a Person who, for that purchase, was charged a single plan price that included Assistance Fees and provided a billing address in the State of California or, where no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a California address.

2.51. “Qualifying Travel and/or Event Protection Plan” means (a) any Qualifying California Travel and/or Event Protection Plan and/or (b) any Qualifying Washington Travel and/or Event Protection Plan.

2.52. “Qualifying Washington Travel and/or Event Protection Plan” means any Travel and/or Event Protection Plan purchased during the Washington Class Period by a Person who, for that purchase, was charged a single plan price that included Assistance Fees and provided a billing address in the State of Washington or, where no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a Washington address.

2.53. “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, based in law or equity, that have been brought or that could have been brought in the Consolidated Action and each Action and that arise out of or relate to the allegations that sales of Travel and/or Event Protection Plans purchased prior to the date of entry of the Order Granting Preliminary Approval were unlawful, unfair, falsely advertised, or deceptive with respect to the marketing, offering, solicitation, pricing, sale, accessibility, availability, and/or payment of Assistance Fees for the assistance services included in the Travel and/or Event Protection Plans or any regulatory filing related thereto. The Released Claims include a waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code § 1542, and any similar state, federal or foreign law or principle of common law, at law or in equity, which may have the effect of limiting the Released Claims. The Released Claims shall not release any Settlement Class Member’s: (i) claim(s) for personal injury against Defendants or the Released Defendants; (ii) claim(s) for insurance coverage under any Travel and/or Event Protection Plan or relating to Defendants’ failure to properly provide insurance coverage, or to properly provide particular assistance benefits in a particular case, or to comply with applicable law in administering claims for insurance coverage or benefits; (iii) claim(s) arising from the purchase of any Travel and/or Event Protection Plan after the date of entry of the Order Granting Preliminary Approval; or (iv) right(s) to enforce this Agreement.

2.54. “Released Defendants” means each and all of the Defendants and Defendants’ Counsel, and, to the fullest extent permissible under law, each of their assignees, successors, predecessors, direct or indirect subsidiaries, direct or indirect parent companies, divisions, or

affiliates, and all of their respective current and former officers, directors, controlled Person(s), attorneys, employees, agents, servants, insurers or underwriters.

2.55. “Releasing Plaintiffs” means Plaintiffs and any Person claiming derivative rights of a Plaintiff as such Plaintiff’s spouse, parent, child, family member, heir, guardian, attorney, agent, administrator, executor, trust, estate, devisee, predecessor, successor, assignee, assigns, representative of any kind or anyone claiming injury on a Plaintiff’s behalf.

2.56. “Releasing Settlement Class Members” means Settlement Class Members that do not file a request for exclusion and any Person claiming derivative rights of any Settlement Class Member that does not file a request for exclusion as such Settlement Class Member’s spouse, parent, child, family member, heir, guardian, attorney, agent, administrator, executor, trust, estate, devisee, predecessor, successor, assignee, assigns, representative of any kind, or anyone claiming injury on any Settlement Class Member’s behalf.

2.57. “Settlement” means the terms embodied by this Agreement.

2.58. “Settlement Administrator” means Angeion Group, subject to approval by the Court, a third-party agent that will provide services in the administration of this Settlement, including providing notice to Class Members, the processing and evaluation of Submitted Claims, and the processing of other documents or tasks as provided for in this Agreement or as otherwise agreed to by the Parties or as ordered by the Court.

2.59. “Settlement Amount” means the total amount of Nineteen Million Seven Hundred Fifty Thousand Dollars (\$19,750,000.00), to be paid by AGA on behalf of all Defendants as set forth in Section VIII.A of this Agreement.

2.60. “Settlement Class” and “Settlement Class Members” mean Class Members who do not timely and properly exclude themselves from the Settlement Class as provided in Paragraphs 7.20 to 7.23 of this Agreement.

2.61. “Settlement Fund” means the Settlement Amount, plus all accrued interest, which may be reduced by payments or deductions as provided in this Agreement or by Court order. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, to the fullest extent possible.

2.62. “Settlement Website” means an internet website created and maintained by the Settlement Administrator consistent with the entry of the Preliminary Approval Order to provide information regarding the Settlement and where Class Members can obtain information concerning requesting exclusion from or objecting to the Settlement and/or can submit a Claim Form. The URL of the Settlement Website shall be: www.assistancefeesettlement.com.

2.63. “Submitted Claim” means a request for a Cash Payment pursuant to this Settlement submitted on a Claim Form by a Settlement Class Member to the Settlement Administrator in accordance with the terms of this Settlement.

2.64. “*Tasakos* Action” means *Tasakos v. AGA Service Co. et al.*, No. 2:22-cv-00433 (W.D. Wash.).

2.65. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Released Defendants and Settlement Class Members or their respective

counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes.

2.66. “Tax Expenses” means reasonable expenses and costs incurred by the Settlement Administrator in connection with the calculation of Taxes, filing and handling of Tax returns, and payment of Taxes pursuant to Section VIII.D of this Agreement, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing, or failing to file, Tax returns by the Settlement Administrator.

2.67. “Tranche 1 Plans” means (a) Qualifying California Travel and/or Event Protection Plans purchased between September 4, 2016, and July 31, 2019, inclusive of those dates; and/or (b) Qualifying Washington Travel and/or Event Protection Plans purchased between April 2, 2018, and April 7, 2020, inclusive of those dates.

2.68. “Tranche 2 Plans” means (a) Qualifying California Travel and/or Event Protection Plans purchased between August 1, 2019, and the date that the Order Granting Preliminary Approval is entered, inclusive of those dates; and/or (b) Qualifying Washington Travel and/or Event Protection Plans purchased between April 8, 2020, and the date that the Order Granting Preliminary Approval is entered, inclusive of those dates.

2.69. “Travel and/or Event Protection Plan(s)” means any travel or event protection plan that included insurance coverage and non-insurance assistance services, that was sold by AGA, that was underwritten by BCS, JIC, or another underwriter, and where the plan price, according to AGA’s records, included Assistance Fees and insurance premium.

2.70. “Unknown Claims” means any of the Released Claims that any Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor at the time of the Effective Date, which, if known by him or her, might have affected his or her settlement with and release of the Released Defendants, or might have affected his or her decision not to object to this Settlement or seek exclusion from this Settlement. This Release of Unknown Claims includes a waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code § 1542, and any similar state, federal or foreign law or principle of common law, at law or in equity, which may have the effect of limiting the releases.

2.71. “Valid Claim” means a Submitted Claim submitted by a Settlement Class Member in compliance with Section VII of this Agreement and approved by the Settlement Administrator.

2.72. “Washington Class Period” means from April 2, 2018, through and including the date that the Order Granting Preliminary Approval is entered.

III. CONDITIONAL AGREEMENT FOR SETTLEMENT PURPOSES ONLY

3.1. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of: (1) the validity of any claim or allegation by Plaintiffs, or any Settlement Class Member, or of any defense asserted by Defendants, in the Consolidated Action, the Actions, or any other action or proceeding; (2) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, Settlement Class Member or their respective counsel; or (3) the propriety of class certification in the Actions, or any other action or proceeding other than a conditional settlement class in the Consolidated Action.

3.2. All terms set forth in the Settlement Agreement are subject to Court approval. The Parties stipulate to conditional class certification only for purposes of the Settlement. The parties have stipulated to allow Plaintiffs to file a consolidated complaint in the Consolidated Action and to request approval of the Settlement Agreement and for conditional class certification solely for purposes of effectuating the Settlement. The application shall be consistent with the Settlement Agreement, and Defendants shall be provided with the application in advance to ensure consistency and address any confidentiality concerns. If, for any reason, the Settlement is not approved, or is modified as addressed in Section XIII, the Stipulation for Settlement and conditional certification will be void or voidable as expressly set forth in Section XIII. Defendants' agreement to conditional certification of the Settlement Class for settlement purposes only (and any statements or submissions made by the Parties in connection with seeking the Court's approval of this Settlement) is not an admission that class certification is proper under the standard applied to contested certification motions and the Parties agree that the Settlement, Plaintiffs' application to the Court for approval of the Settlement and for conditional class certification, and any other related court filings by any Party, will not be admissible in this, or any other, legal process as evidence that: (i) a class should be certified; (ii) representative treatment is appropriate; (iii) venue is appropriate in this jurisdiction as to all Defendants; (iv) the exercise of personal jurisdiction by this Court over the claims asserted against all Defendants is appropriate; or (v) any of the Defendants are liable to any of the Plaintiffs or any of the Class Members.

3.3. For purposes of settlement approval, the Parties agree to jointly seek a stay of the *Tsakos* Action and that, pursuant to a stipulation of the Parties, Plaintiffs will file an amended,

consolidated complaint in the *Elgindy* Action merging the claims in the two Actions for settlement purposes only.

IV. NOTICE OF THE SETTLEMENT

4.1. The Parties have filed Notices of Pending Settlement in each of the Actions. Class Counsel shall file a Motion for Approval of Settlement along with this Agreement and its Exhibits seeking a Preliminary Approval Order by the Court-ordered deadline to do so.

4.2. The Parties acknowledge and agree that the Notice Plan described herein to provide notice to Class Members of the Settlement is the best notice practicable under the circumstances of this case and that the Notice Plan comports with the requirements of due process.

4.3. **CAFA Notice.** Not later than ten (10) calendar days after the filing of this Agreement and the motion for approval of the Settlement with the Court, the Settlement Administrator on behalf of Defendants' Liaison Counsel shall serve notice of the proposed Settlement upon the appropriate federal and state officials, as provided by CAFA. The Parties agree that, pursuant to CAFA, the CAFA Notice shall be served on the Attorneys General for California and for Washington.

4.4. For purposes of effectuating the Notice Plan and the administration of Submitted Claims, AGA shall provide data regarding Class Members to the Settlement Administrator as follows:

4.4.1. Within fifteen (15) calendar days after the filing of this Agreement and the motion for approval of the Settlement with the Court, or on such date otherwise ordered by the Court, AGA shall provide the Settlement Administrator with an electronic list that includes the following information with respect to each Class Member: (i) first and last

name; (ii) email address; (iii) mailing address; and (iv) the date(s) that the Class Member purchased each Qualifying Travel and/or Event Protection Plan; and (v) if readily available in AGA's records, the amount the Class Member paid in Assistance Fees in connection with each Qualifying Travel and/or Event Protection Plan..

4.4.2. AGA agrees to utilize reasonable efforts to provide accurate data to the Settlement Administrator pursuant to Paragraphs 4.4.1 and 7.8, which the Settlement Administrator will rely upon in administering the Notice Plan, validating Submitted Claims, and making Cash Payments pursuant to this Agreement. No later than fourteen (14) calendar days before the Final Approval Hearing, AGA will file a sworn declaration summarizing the types of data AGA provided to the Settlement Administrator and the efforts AGA made to provide accurate data to the Settlement Administrator.

4.5. **Settlement Administrator Duties Regarding Class Notice.** In accordance with all the terms of the Court's Order Granting Preliminary Approval, the Settlement Administrator shall: disseminate the Email Notice and Postcard Notice, including re-sending of Email and Postcard Notice and any further notice deemed to be necessary in the judgment of the Administrator and approved by Class Counsel and Defendants' Liaison Counsel, which approval will not be unreasonably withheld; establish the Settlement Website; establish a post-office box for the receipt of any Settlement-related correspondence; establish a toll-free telephone number that will provide automated Settlement-related information to Class Members; respond to inquiries or requests from Class Members, in consultation with Class Counsel and Defendants' Counsel; and respond to inquiries or requests from Class Counsel, Defendants' Counsel, and the Court.

4.6. **Email Notice.** No later than the Notice Date, the Settlement Administrator shall email the Email Notice (substantially in the form attached as Exhibit B-2) to Class Members' email addresses provided in the records provided by AGA pursuant to Paragraph 4.4. After the initial Email Notice campaign is complete, the Settlement Administrator, after an approximate 24- to 72-hour rest period, will again attempt to email the Email Notice to any email addresses that were previously identified as soft bounces and not delivered. The Settlement Administrator will then cause any email addresses for which the Email Notice could not be delivered to be subjected to an email change-of-address search in an attempt to locate updated email addresses. The Settlement Administrator will send the Email Notice to any updated email addresses obtained by this process. Following the Notice Date, for each Class Member's email address to which the Email Notice was delivered, Email Notice shall be sent to each such email address at least two additional times within twenty-one (21) days of the Notice Date.

4.7. **Postcard Notice.** The Settlement Administrator will provide Postcard Notice to certain Class Members as provided in the following provisions.

4.7.1. No later than the Notice Date, or, in the event of particular difficulties with particular address, as soon as practicable thereafter, the Settlement Administrator shall send a copy of the Postcard Notice via First Class U.S. Mail to those Class Members, identified by AGA, for whom (1) an email address is unavailable or the channel through which the email address was secured is identified by AGA as not reliably or consistently associated with the consumer; and (2) a mailing address is available in AGA's records. The Settlement Administrator shall utilize the national change of address database or other appropriate skip-tracing service that includes national change of address data to update the

mailing list of the Class Members for whom a mailing address is utilized for notice, prior to sending Postcard Notice.

4.7.2. If one or more of the Email Notices sent to a Class Member are returned as undeliverable after attempts to resend the Email Notice and to identify a valid email address pursuant to Paragraph 4.6, the Settlement Administrator shall send a Postcard Notice by mail to the Class Member's mailing address, if it is available in the records provided by AGA pursuant to Paragraph 4.4. If no mailing address for a Class Member is available in the records provided by AGA, and email sent to the email address provided by AGA is returned as undeliverable, the Settlement Administrator shall perform a single reverse lookup using an industry accepted source based on the email address provided to attempt to obtain a valid updated email address to which Email Notice will be sent.

4.7.3. Any mailed Postcard Notices returned to the Settlement Administrator as undelivered and bearing a forwarding address shall be re-mailed by the Settlement Administrator as soon as practicable, but ideally within five (5) business days following receipt of the returned mail. If no forwarding address is available, and a skiptrace has not previously been performed on the Class Member, the Settlement Administrator shall perform a single skip trace using an industry-accepted source, to conduct an address update and send the Postcard Notices to the mailing addresses identified by the skip-tracing.

4.8. **Settlement Website.** No later than the Notice Date, the Settlement Administrator shall launch a Settlement Website to which Class Members may refer for information about the Consolidated Action and Settlement and submit an online Claim Form and inquiries. The Settlement Website shall contain the Long Form Notice in both downloadable PDF format and

HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel, Defendants' Counsel and Defendants' Liaison Counsel; the Agreement; the signed Order Granting Preliminary Approval and the publicly filed motion papers and declarations in support thereof; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Class Members may exclude themselves from the Settlement Class; and (when they become available) the publicly filed reply in support of Plaintiffs' motion for approval of the Settlement with supporting declarations. The Parties will meet and confer prior to the Settlement Website going live and agree to the content of the Settlement Website, including, but not limited to, the Frequently Asked Questions and responses thereto, as well as the IVR automated telephone script responses.

4.9. If any of the Defendants receive inquiries by telephone or email from their customers about the Settlement, they shall engage in reasonable efforts to direct customers to the Settlement Website and the toll-free telephone number that will provide automated Settlement-related information.

4.10. No later than fourteen (14) calendar days before the Final Approval Hearing, the Settlement Administrator shall certify to the Court that it has complied with the notice requirements set forth herein and shall provide a declaration which includes the following information: the total number of Class Members to whom Email Notice and Postcard Notice was sent; sample copies of the Long Form Notice, Email Notice, and Postcard Notice; the number of delivered and undeliverable Email Notices and Postcard Notices; the number of Authorized Claimants that submitted Valid Claims; the amount of Cash Payments to be paid to Class

Members; the number of Class Members who elected to opt out of the Class; and the number of Class Members who objected to the Settlement.

4.11. Counsel for the Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this Section.

4.12. The Settlement Administrator shall have the responsibility to receive and maintain any Class Member correspondence, including inquiries, Claim Forms, requests for exclusion, and/or objections to the Settlement. The Settlement Administrator shall also forward written inquiries to Class Counsel or its designee for a response, if warranted, and shall simultaneously provide copies of all such documents to Defendants' Counsel.

V. POST-DISTRIBUTION ACCOUNTING

5.1. Upon completion of the implementation and administration of the Settlement, the Settlement Administrator shall provide a declaration for filing with the Court containing the post-distribution information identified in the Court's Procedural Guidance for Class Action Settlements regarding "Post-Distribution Accounting."

VI. CASH PAYMENTS TO SETTLEMENT CLASS MEMBERS

6.1. The Settlement Administrator shall make a Cash Payment to each Authorized Claimant as follows: (a) Authorized Claimants who purchased Tranche 1 Plans shall receive 75% of the Assistance Fees AGA collected from those Authorized Claimants who purchased those Tranche 1 Plans, as reflected in AGA's records provided to the Settlement Administrator, subject to the provisions of Paragraphs 6.2 to 6.4; and (b) Authorized Claimants who purchased Tranche 2 Plans shall receive 40% of the Assistance Fees AGA collected from those Authorized Claimants

who purchased those Tranche 2 Plans, as reflected in AGA's records provided to the Settlement Administrator, subject to the provisions of Paragraphs 6.2 to 6.4.

6.2. Authorized Claimants shall not receive a Cash Payment for any Qualifying Travel and/or Event Protection Plan for which either (a) the Authorized Claimant already received a complete refund or (b) AGA opened and documented an assistance case.

6.3. If the total amount of payments for all Authorized Claimants calculated pursuant to Paragraph 6.1 exceeds the Net Settlement Fund, then the amount to be paid to each Authorized Claimant for each Valid Claim shall be reduced pro rata.

6.4. If the Net Settlement Fund exceeds the total amount of payments for all Authorized Claimants calculated pursuant to Paragraph 6.1, then the amount to be paid to each Authorized Claimant for each Valid Claim shall be increased pro rata, up to the Maximum Potential Payment as follows: (a) Authorized Claimants who purchased Tranche 1 Plans may receive up to, but not more than, 150% of the Assistance Fees AGA collected from Authorized Claimants who purchased those Tranche 1 Plans, as reflected in AGA's records provided to the Settlement Administrator; and (b) Authorized Claimants who purchased Tranche 2 Plans may receive up to, but not more than, 80% of the Assistance Fees AGA collected from those Authorized Claimants who purchased those Tranche 2 Plans, as reflected in AGA's records provided to the Settlement Administrator.

6.5. Cash Payments for all Valid Claims will be sent to Authorized Claimants within sixty (60) calendar days after the Effective Date or as otherwise agreed by the Parties or ordered by the Court. Cash Payments shall be distributed as checks mailed to the Authorized Claimants or, at the election of an Authorized Claimant on the Claim Form, by direct deposit into the Authorized

Claimant's bank account or by another form of electronic transfer (such as Zelle, Paypal, Venmo, Google Wallet, or Square Cash) properly designated on the Authorized Claimant's Claim Form. Checks must be negotiated within 120 days of issuance or they shall be void.

VII. CLAIMS PROCESS AND ADMINISTRATION

7.1. Subject to the supervision and direction of the Court, the Settlement Administrator will process Submitted Claims, including: (a) calculation of Cash Payments to be paid for Valid Claims based on AGA's records; (b) validation of Claim Forms and approval of payment of Cash Payments; (c) distribution of Cash Payments from the Net Settlement Fund; (d) distribution of any residual to the *cy pres* recipient, if necessary; and (e) preparation and dissemination of reports, on a monthly or other periodic basis and as requested, to Class Counsel and Defendants' Liaison Counsel regarding the status of the processing of Submitted Claims and of Cash Payments.

7.2. The Settlement Administrator shall provide reports to Class Counsel or Defendants' Counsel, upon request, with respect to Notice Plan implementation, CAFA Notice, opt-outs, objections, Submitted Claims, Valid Claims, inquiries from Class Members, and costs incurred by the Settlement Administrator.

A. Submitting and Validating Claims.

7.3. Every Settlement Class Member shall have the right to submit a Claim Form to obtain a Cash Payment. A Submitted Claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein.

7.4. At the election of the Settlement Class Member, Claim Forms may be submitted on paper via first class mail or online at the Settlement Website. For Claim Forms that are submitted online, the Settlement Class Member shall be sent an email confirmation of the Submitted Claim

that shows the information entered and the date and time the Claim Form was submitted. Claim Forms must be received by the Settlement Administrator (not just postmarked) or submitted online no later than the Claims Deadline, and Claim Forms submitted or received after that date will not be Valid Claims.

7.5. On the Claim Form, the Settlement Class Member must certify the truth and accuracy of the following under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Submitted Claim will not be considered a Valid Claim: (a) the Class Member's name; (b) the Class Member's mailing address (if included); (c) the Class Member's email address (if included); (c) certification that the Class Member is not an Excluded Person; and (d) any additional information provided by the Class Member for purposes of electronic payment (if included).

7.6. Settlement Class Members shall have the option to designate the manner of distribution of their Cash Payments by selecting payment by check, Zelle, PayPal, or other electronic means. If no specific payment method is selected on the Claim Form, the Settlement Class Member shall be paid by check. If selecting payment method by electronic means, the Settlement Class Member must provide complete information to allow payment to be made by that electronic means and if not provided, payment will be made by check.

7.7. After the Claims Deadline, the Settlement Administrator shall identify all Valid Claims pursuant to Paragraphs 7.3 to 7.11 herein. In administering the claims process, the Settlement Administrator shall act in good faith and make reasonable efforts to determine whether a Submitted Claim is a Valid Claim and payable in accordance with this Agreement and any Court order. That determination shall be based on: (a) the information provided on the Claim Form; and

(b) the records provided by AGA. The validity of a Claim Form and amount of any Cash Payment will be assessed by the Settlement Administrator based on the totality of the information and documentation.

7.8. Within ten (10) calendar days of the Claims Deadline, AGA shall (a) identify (if it has not already identified) the amount each Settlement Class Member paid for Assistance Fees in connection with each Qualifying Travel and/or Event Protection Plan; and (b) identify, to the extent available, information in AGA's possession sufficient for the Settlement Administrator to determine, based on recorded usage of assistance services, whether a Class Member qualifies for a Cash Payment and in what amount.

7.9. The Settlement Administrator shall have the right to contact Settlement Class Members to complete or validate their Claim Forms. If a timely Claim Form is rejected by the Settlement Administrator as deficient or invalid (for example, the Settlement Class Member failed to fill out portions of the Claim Form, failed to sign or electronically sign the Claim Form, or is not eligible for some or all of the amounts claimed), the Settlement Administrator shall notify the relevant Settlement Class Member by email or, if only a mailing address is available for a Settlement Class Member, by mail. Such Settlement Class Members shall be permitted to try to cure any deficiencies with their Submitted Claims, or to produce any supporting information or documentation requested by the Settlement Administrator or that the Settlement Class Member believes will establish the validity of a Submitted Claim, on or before the deadline identified in the deficiency/rejection notice sent by the Settlement Administrator, which shall not be later than fourteen (14) days from the later of the Claims Deadline or the date of the deficiency/rejection notice.

7.10. The Settlement Administrator will evaluate any additional information or documentation submitted by the Settlement Class Member, consult with Class Counsel, and then decide whether the Claim Form should be accepted and/or if the amount of any Cash Payment should be adjusted.

7.11. The determination by the Settlement Administrator will be final and binding, and the Settlement Administrator will notify the Settlement Class Member of the final determination as to his or her dispute.

7.12. Any Settlement Class Member who fails to timely submit a Valid Claim by the Claims Deadline or by the additional timelines allowed for curing deficiency or objecting to the decision of the Settlement Administrator shall be forever barred from receiving any Cash Payment, payment, or other monetary relief pursuant to this Agreement, but will in all other respects be subject to and bound by the provisions of this Agreement, the releases (as described in Section XII in this Agreement), and the Final Approval Order.

7.13. No Person shall have any claim against Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, or the Settlement Administrator, or any other Person designated by Class Counsel, based on the amount of a Cash Payment, or the determination, calculation, or distribution of a Cash Payment, made substantially in accordance with this Agreement and the Settlement set forth in this Agreement or further order(s) of the Court.

7.14. Released Defendants and their counsel shall have no responsibility for, interest in, or liability whatsoever with respect to the amount or calculation of any Cash Payment, the determination, distribution, or administration of any Cash Payment, or the Settlement Fund, the payment or withholding of Taxes or Tax Expenses, any claims or losses incurred in connection

with such matters, or the handling, use, or security of Settlement Class Member data following delivery of the data to the Settlement Administrator. Plaintiffs, Settlement Class Members, Class Counsel, and the Settlement Administrator, hereby release Released Defendants from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund, and the handling, use or security of Settlement Class Member data following delivery of the data to the Settlement Administrator. Notwithstanding the foregoing, Defendants shall reasonably cooperate in providing records in its possession necessary to: (a) ascertain Class Members' email addresses and mailing addresses; and (b) calculate the amount of Cash Payments.

B. Reporting Estimated Cash Payments.

7.15. At least fourteen (14) calendar days before the Final Approval Hearing or by any alternative deadline set by the Court or agreed to by the Parties, the Settlement Administrator shall file with the Court a declaration that includes the estimated Cash Payments the Settlement Administrator expects to make pursuant to Paragraphs 6.1 to 6.4. For purposes of estimating Cash Payments for this declaration, the Settlement Administrator may use estimates of Attorneys' Fees and Expenses, Incentive Awards, Notice and Administration Expenses, and Taxes and Tax Expenses.

C. Objections.

7.16. If any Settlement Class Member wishes to object to the Settlement and/or to be heard at the Final Approval hearing, the Settlement Class Member may submit a written objection, in compliance with the requirements set forth in the Long Form Notice and the Preliminary Approval Order.

7.17. If any objection is received by the Settlement Administrator, the Settlement Administrator shall forward the objection and all supporting documentation to counsel for the Parties. At least fourteen (14) days prior to the Final Approval Hearing or by any alternative deadline set by the Court, Class Counsel shall file all such objections and supporting documentation with the Court.

7.18. Objections must be *received* by the Settlement Administrator (not just postmarked) by the Exclusion/Objection Deadline. The failure of the Settlement Class Member to satisfy the Exclusion/Objection Deadline or to comply with the requirements for objections set forth in the Long Form Notice and the Preliminary Approval Order shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Settlement Administrator.

7.19. A Settlement Class Member who objects to the Settlement may also submit a Claim Form on or before the Claims Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claims Deadline merely because the Settlement Class Member has also submitted an objection.

D. Exclusions.

7.20. If any Class Member wishes to be excluded from this Settlement and the Settlement Class, the Class Member may do so by completing and submitting the online form at the Settlement Website or by mailing a valid request to opt out, as described in the Long Form Notice, to the Settlement Administrator. Requests to exclude must be submitted online by the Exclusion/Objection Deadline, or, if mailed, must be *received* by the Settlement Administrator (not just postmarked) by the Exclusion/Objection Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page

immediately after submission showing the information entered and the date and time the request for exclusion was received. A Class Member who elects to opt out of this Settlement and the Settlement Class shall not be permitted to object to this Settlement or receive any of the benefits of the Settlement. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

7.21. If a Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

7.22. At least fourteen (14) days prior to the Final Approval Hearing or by any alternative deadline set by the Court, the Settlement Administrator shall prepare a list of the names of the Persons who have excluded themselves from the Settlement Class in a valid and timely manner, and Class Counsel shall file that list with the Court with service on Defendants' Counsel.

7.23. The Court retains the ongoing and exclusive jurisdiction and independent case management authority regarding the general operation of the Settlement Administration and those appointed to implement and oversee it.

VIII. SETTLEMENT FUND

A. The Settlement Amount and the Escrow Account.

8.1. AGA, on behalf of itself and all Defendants, shall pay, deposit, or otherwise transfer into the Escrow Account the full Settlement Amount, Nineteen Million Seven Hundred Fifty Thousand Dollars (\$19,750,000.00) (USD) within fourteen (14) calendar days after the entry of the Preliminary Approval Order. Class Counsel shall provide AGA with complete wiring instructions to make the payment and an executed for W-9 to the payee of the Settlement Amount

by the date of the hearing for Preliminary Approval to allow Defendant AGA to make the necessary transfers under the time period above.

8.2. Defendants Jefferson and BCS have no obligation whatsoever to fund or contribute to the Escrow Account and/or Settlement Amount.

B. Payment Priority.

8.3. The Settlement Fund shall be applied as follows:

8.3.1. The Settlement Administrator shall pay the Initial Settlement Administration Payment to itself and, for purposes of calculating or estimating the Net Settlement Fund and Cash Payments, shall reserve an amount sufficient to pay further reasonably expected Notice and Administration Expenses. After the Effective Date, Class Counsel may direct payment of all further Notice and Administration Expenses, regardless of amount, from the Settlement Fund without further order of the Court. In the event this Agreement is terminated or approval of the Settlement is not granted, the Settlement Administrator shall be entitled to retain and/or recover from the Settlement Fund, either upon application to the Court or with informed, written approval by AGA, its actual incurred Notice and Administration Expenses only, even if in excess of the Initial Settlement Administration Payment. All remaining funds shall revert to AGA, as set forth in Paragraph 13.3(j). This includes any interest accrued and any amounts that the Settlement Administrator was reserving or designating for costs of administration not actually incurred. Any tax

obligations for funds returned would be the obligation of the Settlement Administrator.

8.3.2. The Settlement Administrator shall reserve an amount sufficient to pay Taxes and Tax Expenses, and shall pay Taxes and Tax Expenses at appropriate times thereafter, as described below in Section VIII.D.

8.3.3. The Settlement Administrator shall pay Awarded Attorneys' Fees and Expenses and Incentive Awards to Class Counsel, pursuant to payment instructions provided by Class Counsel, thirty (30) calendar days after the Effective Date.

8.3.4. Within sixty (60) calendar days after the Effective Date, or as otherwise agreed by the Parties or as otherwise ordered by the Court, the Settlement Administrator shall pay Cash Payments due to Authorized Claimants.

8.3.5. The balance of the Settlement Fund shall be paid to the *cy pres* beneficiary as described in Paragraph 8.4.

C. Residual Distribution.

8.4. If, 121 days after the date of the last Cash Payment, there is a balance in the Net Settlement Fund after payment of all items listed in Paragraphs 8.3.1 through 8.3.4, including balances left from reserves pursuant to Paragraph 8.3.1 after payment of all Notice and Administration Expenses and from reserves pursuant to Paragraph 8.3.2 after payment of all Taxes and Tax Expenses, then such remaining balance shall, unless otherwise ordered by the Court on motion or otherwise, be donated to the *cy pres* recipient, Travelers Aid International. The Parties agree that the Court shall retain jurisdiction over the distribution of any balance in the Net

Settlement Fund described in this paragraph and that any exercise of the Court's discretion with regard to the distribution of such balance pursuant to this provision shall not constitute a material alteration of the Settlement for purposes of Section XIII relating to termination.

D. Taxes.

8.5. The Settlement Fund shall be maintained as a qualified settlement fund pursuant to 26 CFR 1.468B-1 *et seq.*, in an interest-bearing account at a financial institution approved by Plaintiffs' Counsel and subject to the oversight of the Settlement Administrator. It is intended that all transfers by AGA, on behalf of itself and all Defendants, to the Settlement Fund will satisfy the "all events test" and the "economic performance" requirement of § 461(h)(1) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and Treas. Reg. § 1.461-1(a)(2). As such, AGA shall not be taxed on the income of the Settlement Fund.

8.6. Defendants make no representations or warranties regarding the legal effect or tax consequences of this Agreement, or any such filing or reporting by AGA. Plaintiffs and Class Counsel further expressly acknowledge that they neither received nor relied upon any tax advice from Defendants, or their representatives or attorneys. Plaintiffs agree that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit they receive pursuant to this Agreement, Defendants will not be responsible for paying such taxes.

8.7. The Settlement Administrator shall timely and properly file all informational and other tax returns as are necessary or advisable with respect to the Settlement Fund.

8.8. The Settlement Administrator shall be empowered to take all such actions as it deems necessary to ensure that the Settlement Fund is treated as a "qualified settlement fund"

under Treas. Reg. § 1.468B-1. The Settlement Administrator may petition the Court to amend, either in whole or in part, any administrative provision of this Agreement that causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

8.9. All Taxes and Tax Expenses shall be paid out of the Settlement Fund. In all events, Released Defendants and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be authorized (notwithstanding anything in this Agreement to the contrary) to withhold from distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph of the Agreement.

8.10. **Tax Payments.** Released Defendants are not and shall not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, any Settlement Class Member, Class Counsel, and/or the Settlement Administrator. Released Defendants do not make and have not made any representations regarding the taxability of any Cash Payments or any other payments made pursuant to this Agreement or the Settlement. Any income or other tax, including any interest, penalties, or other payment obligations ultimately determined to be payable from or with respect to any payments made pursuant to the Agreement or the Settlement, as well as any state or federal reporting obligations imposed on Plaintiffs, Settlement Class Members, Class Counsel or the

Settlement Administrator arising from the Settlement, shall not be Defendants' responsibility, and Defendants shall have no liability with respect to any such matters.

IX. COURT APPROVAL OF THE SETTLEMENT

9.1. The Parties and their respective counsel agree to cooperate fully with one another and to take all actions and steps reasonably necessary in seeking and obtaining Court approval of the Settlement and in the execution of such documents as are reasonably necessary and appropriate to obtain approval of and to implement the Agreement.

9.2. The Parties reached this Agreement before Plaintiffs filed a motion for class certification. Accordingly, Plaintiffs shall include a request for conditional certification as part of their motion for approval of the Settlement that seeks certification of the Settlement Class for settlement purposes only. As a material part of this Settlement, Defendants, while reserving all defenses if this Agreement is not finally approved, hereby stipulate and consent, solely for purposes of and in consideration of the Settlement, to provisional certification of the Settlement Class. Defendants' stipulation and consent to class certification is expressly conditioned upon the entry of a Preliminary Approval Order, a Final Approval Order, and as otherwise set forth in this Agreement. As part of its provisional stipulation, Defendants further consent to the appointment of Class Counsel and the Class Representatives to represent the Settlement Class. The provisional certification of the Settlement Class, the appointment of the Class Representatives, and the appointment of Class Counsel shall be binding only with respect to this Settlement and this Agreement. If the Court fails to enter a Preliminary Approval Order or a Final Approval Order, or if this Agreement and the Settlement proposed herein is terminated, canceled, or fails to become effective for any reason whatsoever, or the Court enters any order that increases the cost or burden

of the Settlement on Defendants beyond what is set forth in this Agreement, the class certification to which the Parties have stipulated solely for the purposes of this Settlement, this Agreement, and all of the provisions of any Preliminary Approval Order or any Final Approval Order shall be vacated by their own terms and the Actions will revert to their statuses as they existed prior to the date of this Agreement with respect to consolidation of the claims and class certification, the appointment of the Class Representatives, and the appointment of Class Counsel, including by striking the amended complaint in the Consolidated Action in favor of the original complaints in the Actions. In that event, Defendants shall retain all rights they had immediately preceding the execution of this Agreement to object to the maintenance of the Actions as class actions, the appointment of the Class Representatives, and the appointment of Class Counsel and, in that event, nothing in this Agreement or other papers or proceedings related to this Settlement shall be used as evidence or argument by any of the Parties concerning whether the claims have merit, whether the Actions may properly be maintained as a class action under applicable law, whether the Class Representatives are adequate or typical class representatives, or whether Class Counsel is adequate or may be appointed to represent the Class or any Class Members.

9.3. The Parties shall request that the Final Approval Hearing be set at least one hundred fifty (150) days after the Court's Order Granting Preliminary Approval is entered. The Parties agree that the Final Approval Hearing may be rescheduled, postponed, or held telephonically without resending the Notices.

X. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS

10.1. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses as compensation for the time and effort undertaken in and risks of pursuing the Actions and

Consolidated Action in an amount not to exceed 25% of the Settlement Amount, and for the actual amount of costs and expenses incurred in the Actions and Consolidated Action in an amount not to exceed \$205,000.00.

10.2. Each Plaintiff may additionally apply to the Court for an Incentive Award as compensation for the time and effort undertaken in and risks of pursuing the Actions, including the risk of liability for the Parties' costs of suit, and for agreeing to the broader release set forth in Section 8.1. The amount of Incentive Awards Plaintiffs seek shall not exceed \$5,000.00 per individual named Plaintiff.

10.3. Any award of Attorneys' Fees and Expenses must be approved by the Court, and the Awarded Attorneys' Fees and Expenses shall be paid in full from the Settlement Fund thirty (30) calendar days after the Effective Date in accordance with the terms of any Court order.

10.4. Defendants covenant and agree that they shall not (a) oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Attorneys' Fees and Expenses if the requested attorneys' fees do not exceed 25% of the Settlement Amount and if the requested expenses do not exceed \$205,000.00; (b) encourage or assist any Person to oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Attorneys' Fees and Expenses; or (c) encourage or assist any Person to appeal from an order awarding Attorneys' Fees and Expenses.

10.5. Incentive Awards must be approved by the Court, and shall be paid from the Settlement Fund thirty (30) calendar days after the Effective Date and are in addition to any Cash Payments for which Plaintiffs may be eligible under this Agreement.

10.6. Defendants covenant and agree that, provided Plaintiffs' application for Incentive Awards are consistent with this Agreement, it shall not (a) oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Incentive Awards; (b) encourage or assist any Person to oppose or submit any evidence or argument challenging or undermining Plaintiffs' application for Incentive Awards; or (c) encourage or assist any Person to appeal from an order making Incentive Awards.

10.7. If the Court reduces or disapproves Class Counsel's request for an award of Attorneys' Fees and Expenses and/or Incentive Awards, that shall not be grounds to terminate the Settlement and such funds will constitute "Net Settlement Funds" to be disbursed accordingly.

10.8. Plaintiffs and Class Counsel shall have the right to appeal the Court's determination as to the amount of any Awarded Attorneys' Fees and Expenses and of any Incentive Awards.

10.9. Other than as stated in this Settlement with respect to establishing the Settlement Fund, Plaintiffs release the Released Defendants (as defined below) and the Released Defendants shall have no responsibility for and no liability with respect to any Incentive Awards, Awarded Attorneys' Fee and Expenses, or the allocation of any Awarded Attorneys' Fees and Expenses among Class Counsel and/or any other Person who may assert a claim to an Incentive Award or to Attorneys' Fees and Expenses.

XI. RELEASED DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

11.1. Each of the Released Defendants has: (a) denied, and continues to deny, that it has committed any act or omission giving rise to any liability or violation of law; (b) expressly denied, and continues to deny, each of the claims alleged by Plaintiffs in the Consolidated Action and in the Action(s) against it, along with all of the charges of wrongdoing or liability against the

Released Defendant arising out of any of the conduct, statements, acts, or omissions that were alleged, or that could have been alleged, in the Consolidated Action and in the Action(s) against it and deny that the claims, or any of them, could be maintained as classwide claims; (c) denied, and continues to deny, among other allegations, the allegations that Plaintiffs or the Settlement Class have suffered any damage, that Plaintiffs or the Settlement Class are entitled to refunds or restitution of any portion of their purchases of Travel and/or Event Protection Plans, that Plaintiffs or the Settlement Class were harmed by any conduct alleged in the Consolidated Action and in the Action(s) against it or that could have been alleged in the Consolidated Action and in the Action(s); (d) asserted, and continues to assert, that its conduct was at all times proper, and believes that the evidence developed to date supports each Released Defendant's position that it acted properly at all times and that the Consolidated Action and the Action(s) against it are without merit; (e) maintained that it has meritorious defenses to all claims alleged in the Consolidated Action and in the Action(s) against it; and (f) has entered into this Agreement subject to and without waiving defenses including any personal jurisdiction defenses asserted in the Consolidated Action or in the Action(s).

11.2. As set forth below, neither the Settlement nor any of the terms of this Agreement shall constitute an admission or finding of any fault, liability, wrongdoing, or damage whatsoever or any infirmity in the defenses that Released Defendants have, or could have, asserted. Released Defendants are entering into this Agreement solely to eliminate the burden and expense of further litigation.

XII. RELEASES

12.1. Within five (5) business days after the Effective Date, the Parties shall file a stipulation of voluntary dismissal of the *Tasakos* Action with prejudice, with each party bearing its own fees and costs. The Parties shall not need to file such a stipulation in the Consolidated Action if the Court enters a Final Approval Order providing for dismissal of the Consolidated Action pursuant to this Settlement.

12.2. **Releases By Settlement Class Members of Released Defendants.** As of the Effective Date, Releasing Plaintiffs and Releasing Settlement Class Members shall have unconditionally, completely, and irrevocably released and discharged the Released Defendants from the Released Claims. This release shall include the release of Unknown Claims. For avoidance of doubt, the Released Claims shall not include the right to enforce the terms of their protections plans, the Settlement or this Agreement, Order Directing Notice, Final Approval Order, and other orders or judgments issued by the Court relating to Notice or the Settlement.

12.3. **Additional Releases Regarding Plaintiffs and Released Defendants.** In addition to the releases granted by Releasing Plaintiffs in the prior section, upon the Effective Date, Releasing Plaintiffs, on the one hand, and Released Defendants, on the other hand, shall have unconditionally, completely, and irrevocably released and forever discharged each other from and shall be forever barred from instituting, maintaining, or prosecuting any and all Additional Released Claims as defined in Section 2.3.

12.4. Releasing Plaintiffs and Defendants shall, upon the Effective Date, waive and relinquish and, by operation of Final Approval, be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California

Civil Code § 1542, and any similar state, federal or foreign law or principle of common law, at law or in equity, which may have the effect of limiting the releases of the Additional Released Claims. In addition, with respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive and relinquish and each of the Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, and any similar state, federal or foreign law or principle of common law, at law or in equity, which may have the effect of limiting the Released Claims set forth in Sections 2.53 and 12.2 herein. Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12.5. Plaintiffs, Settlement Class Members, and/or Defendants may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the releases set forth in Sections 12.2 and 12.3 herein, but those releases shall be fully, finally, and forever effective upon the Effective Date, by operation of the Final Approval Order, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the waiver in Section 12.4 is a material element of the Settlement.

12.6. Upon the Effective Date, the Agreement shall be the sole and exclusive remedy for any and all Released Claims, including Unknown Claims, by any and all of the Releasing Plaintiffs and the Releasing Settlement Class Members against any and all of the Released Defendants. Upon the Effective Date, the Agreement shall be the sole and exclusive remedy for any and all Additional Released Claims (a) by any and all of the Releasing Plaintiffs against any and all of the Released Defendants and (b) by any and all of the Released Defendants against any and all of the Releasing Plaintiffs. Upon the Effective Date, no Released Defendant shall be subject to liability of any kind to any Plaintiff or Settlement Class Member with respect to any of the Released Claims. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Plaintiff and Settlement Class Member shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any of the Released Claims, including any Unknown Claims, against the Released Defendants in any court or any forum. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Plaintiff and Defendant shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any of the Additional Released Claims in any court or any forum.

12.7. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over all Parties, the Consolidated Action, and this Agreement to resolve any dispute that may arise regarding this Agreement or in relation to this Consolidated Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Agreement.

XIII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

13.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of all the Parties and approval of the Court; *provided, however*, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are: (1) for the purposes of addressing typographical or formatting issues in any proposed or approved notice; or (2) are consistent with the Court's Final Approval Order and are for the purposes of benefiting Settlement Class Members.

13.2. This Agreement shall terminate at the discretion of any of the Defendants or Plaintiffs, if: (a) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the proposed Settlement that the terminating Party in its (or their) judgment reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to the Notice Plan, the definition of the Settlement Class, and/or the terms of the releases; (b) if the Class Members that timely and validly submit requests for exclusion from the Settlement Class as defined in Paragraph 2.60, thereby opting out of the Settlement, exceed 3% of the total number of Class Members; or (c) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, that the terminating Party in its (or their) judgment reasonably determine(s) is material. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section, by a signed writing served on the other Parties no later than thirty (30) calendar days after receiving notice of the event prompting the

termination. For purposes of this Paragraph, opt-outs shall not include (i) individuals who are specifically excluded from the Settlement Class under Paragraph 2.31 of the Settlement Agreement; or (ii) opt-outs who elect to timely withdraw their request for exclusion. In the event of a dispute with respect to the effectiveness of any Party's exercise of the option to terminate this Agreement, the Settlement Administrator shall not disburse any funds from the Settlement Fund until such time as the dispute is resolved by written agreement of all of the Parties or by order of the Court entered subsequent to the dispute becomes final including the exhaustion of any right to appeal.

13.3. If an option to terminate this Agreement arises under Paragraph 13.1 or 13.2 above, neither Released Defendants nor Plaintiffs are required for any reason or under any circumstance to exercise that option. If, but only if, this Agreement is terminated pursuant to Paragraph 13.1 or 13.2, then:

(a) This Agreement shall be null and void and shall have no force or effect, and no Party shall be bound by any of its terms, except for the terms of this Paragraph 13.3;

(b) Any Party may petition the court in any of the Actions to have any stay orders lifted in any of the Actions;

(c) All of the provisions of this Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of Defendants, Plaintiffs, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, and, consistent with the applicable evidentiary rules, neither this Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be offered into evidence for any purpose other

than with respect to disputes about the terms of the Agreement or with respect to explanations of procedural histories of the Actions in connection with scheduling matters;

(d) The Parties shall cause to be filed a stipulation to strike the amended complaint in the Consolidated Action without prejudice, and to request that the original complaint in the *Elgindy* Action be deemed the operative complaint in that action, with Plaintiffs Elgindy and Chuanroong as the only named plaintiffs, and Plaintiff Tasakos shall cooperate in requesting that the Court in the *Tasakos* Action set a new scheduling order such that no Party's substantive or procedural rights in any of the Actions are prejudiced by the settlement negotiations and proceedings;

(e) The Parties expressly and affirmatively reserve all claims, defenses, arguments, and motions as to all claims that have been or might later be asserted in the Actions;

(f) Plaintiffs and all other Class Members expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Actions;

(g) Defendants expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, opposition to class certification, any defense to all claims, causes of action or remedies that have been or might later be asserted in the Actions;

(h) If it has not yet been publicly filed with a Motion for Approval of Settlement, the Agreement as well as all of its terms and conditions shall remain Confidential;

(i) Any settlement-related order(s) or judgment(s) entered in this Consolidated Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect; and,

(j) Within ten (10) business days of such termination, any funds in the Escrow Account, including any interest accrued, shall revert to AGA, minus incurred Notice and Administration Expenses, Taxes and Tax Expenses.

XIV. REPRESENTATIONS AND WARRANTIES

14.1. Plaintiffs shall remain and serve as Class Representatives of the Settlement Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Settlement Class.

14.2. Each Defendant warrants and represents that the individual signing this Agreement on its behalf is authorized to enter into and sign the Agreement on behalf of that Defendant.

14.3. The Parties acknowledge and agree that they have not given and will not give any opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

14.4. Within thirty (30) calendar days after the Effective Date, the Parties will return or destroy (and certify in writing that they have destroyed) any confidential documents and deposition

materials and media, in accordance with the provisions of the Stipulated Protective Order entered in the *Elgindy* Action.

XV. MEDIA COMMUNICATIONS

15.1. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall not cause any aspect of the Consolidated Action, Actions, or the Settlement that is not available in the public record to be reported to the media or news reporting service; nor will the Parties issue a press release or cause any other public disclosures that disclose pre-settlement negotiations, unless prior written consent is obtained from all Parties. Notwithstanding, Released Defendants may disclose information about the Settlement internally to their respective parent companies, employees, officers, directors and consultants; and Released Defendants may make such disclosures regarding the terms of the Settlement as may be deemed necessary by them with respect to obligations regarding their auditors, their regulators, their insurers, insurance brokers, or as otherwise required by state or federal law.

15.2. The Parties and their counsel agree that any publicity about the Settlement toward which the Parties are working and statements or communications with the media or the press, on the internet, or in any public forum, orally or in writing, that relate to this Settlement or the Actions will be limited to a statement to which all Parties will jointly agree. Nothing in the Settlement Agreement contemplated by the Parties will preclude a Party from making a statement as required by a court of law, and Class Counsel also may make any statements necessary to give non-public, individual advice to Settlement Class Members regarding their options under the Settlement.

XVI. GENERAL MATTERS AND RESERVATIONS

16.1. The Parties and their respective counsel agree to use their best efforts to have any collateral attack upon this Agreement or the Settlement promptly dismissed or rejected.

16.2. The Parties and their respective counsel shall cooperate with each other, act in good faith, and use reasonable efforts to ensure the timely and expeditious administration and implementation of the Agreement and to minimize the costs and expenses incurred therewith. The Parties agree to reasonably cooperate to submit required forms or implement the Agreement.

16.3. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to conduct any of the provisions of the Agreement. Subject to Section XIII, in the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

16.4. Except for AGA's obligation to pay, deposit, or otherwise transfer into the Escrow Account the full Settlement Amount, as provided under Paragraph 8.1, Defendants' obligation to implement the Settlement described in this Agreement is and shall be contingent upon each of the following:

- (a) Entry by the Court of the Final Approval Order approving the Settlement;
- (b) The occurrence of the Effective Date; and
- (c) The satisfaction of any other conditions set forth in this Agreement.

16.5. The Parties and their counsel agree to keep the contents of this Agreement confidential until the date on which the Motion for Approval of Settlement is filed; *provided, however*, that this Section shall not prevent Released Defendants from disclosing such information,

prior to the date on which the Motion for Approval of Settlement is filed, to state and federal agencies, parent companies, independent accountants, actuaries, advisors, financial analysts, consultants, insurers, insurance brokers, or lawyers. The Parties and their counsel may also disclose the existence and contents of this Agreement to Persons (such as experts, courts, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

16.6. This Agreement, complete with its Exhibits and any subsequent amendments thereto filed with the Court, sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Plaintiffs and Defendants' Counsel. The Parties expressly acknowledge that this Agreement shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein, and that in deciding to enter into this Agreement, they have relied solely upon their own judgment and knowledge and advice of counsel.

16.7. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto, and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application. All Parties agree that this Agreement was drafted by Class Counsel and Defendants' counsel at arms' length.

16.8. Any effort to enforce this Agreement shall be filed in the Consolidated Action or in any Action.

16.9. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and next-day (excluding Saturdays, Sundays, and federal holidays) express delivery service as follows:

If to Defendants, then to:

Defendants' Liaison Counsel

Gayle I. Jenkins
Winston & Strawn LLP
333 South Grand, Suite 3800
Los Angeles, CA 90071
Telephone: 213-910-9872
Email: gjenkins@winston.com

With Additional Notice to:

Anthony Todaro
DLA Piper LLP (US)
701 Fifth Avenue, Suite 6900
Seattle, WA 98104
Telephone: (206)-839-4800
Email: anthony.todaro@us.dlapiper.com

If to Plaintiffs and/or the Settlement Class, then to:

Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 336-6545
Email: seth@gutridesafier.com

16.10. All time periods in this Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Agreement or by order of the Court, the day of the act or event shall not be included. The last day of the period shall be

included, unless it is a Saturday, a Sunday, or a federal holiday, or, when the act to be done is the filing of a paper in court, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Agreement, “federal holiday” includes holidays designated in Fed. R. Civ. P. 6(a) or by the clerk of the Court.

16.11. The Parties expressly acknowledge and agree that this Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state, territory or country.

16.12. Plaintiffs expressly affirm that the allegations contained in each of their Complaints were made in good faith, but consider it desirable for the Actions and Consolidated Action to be settled and dismissed because of the benefits that the Settlement will provide to Settlement Class Members balanced against the risks and uncertainty of continued litigation.

16.13. The Parties agree that the Agreement was reached voluntarily after consultation with competent legal counsel.

16.14. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the Released Claims or of any of the Additional Released Claims, or of any wrongdoing or liability of any Party; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Defendant, Plaintiff, or Settlement Class Member in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Agreement be deemed an admission by any Party as to the merits of any claim or defense. However, for purposes of clarity, the

Agreement is a complete defense to any attempt to assert any Released Claims or Additional Released Claims.

16.15. This Agreement shall be binding upon, and inure to the benefit of, the successors, transferees, and assigns of Defendants, Plaintiffs, and Settlement Class Members.

16.16. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

16.17. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

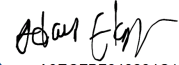
16.18. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and 60 days to cure the breach, but if the alleged breaching Party is making good faith efforts to cure and reasonably needs longer than 60 days, then the Parties may agree to a longer period of time to accomplish the cure, which such agreement the non-breaching Party shall not unreasonably withhold. If such breach and cure impacts deadlines provided in this Agreement, the deadlines set forth in the Agreement shall be extended by a commensurate amount of time and the Parties will jointly endeavor to mitigate the impact on Class Members and Authorized Claimants.

16.19. This Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.

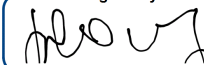
16.20. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision if Defendants' Counsel and Class Counsel mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such mutually agreed-upon in writing decision to proceed shall be reviewed and approved by the Court before it becomes effective.

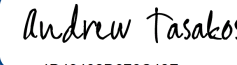
SIGNED:

DocuSigned by:

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Adam Elgindy

DocuSigned by:

37B24B4DAA264FB...

Julianne Chuanroong

DocuSigned by:

4D43402D676C48F...

Andrew Tasakos

AGA Service Company

By: _____

Its: _____

and

By: _____

Its: _____

Jefferson Insurance Company

By: _____

Its: _____

BCS Insurance Company

By: _____

Its: _____

illegality, or unenforceability shall not affect any other provision if Defendants' Counsel and Class Counsel mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such mutually agreed-upon in writing decision to proceed shall be reviewed and approved by the Court before it becomes effective.

SIGNED:

Adam Elgindy

Julianne Chuanroong

Andrew Tasakos

AGA Service Company



By: Jack Zemp

Its: Vice President, Chief Legal
Officer & Secretary

and

By: Jeffrey Wright

Its: President & CEO

Jefferson Insurance Company



By: Jack Zemp

Its: Secretary & General Counsel

BCS Insurance Company

By: _____

Its: _____

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SIGNED:

Adam Elgindy

Julianne Chuanroong

Andrew Tasakos

AGA Service Company

By: _____
Its: _____

and

By: _____
Its: _____

Jefferson Insurance Company

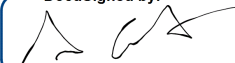
By: _____
Its: _____

BCS Insurance Company

Ann F. Frolik
By: Ann F. Frolik
Its: Vice President, Deputy General Counsel

Approved as to form only:

**Attorneys for Plaintiffs and
Class Counsel**

DocuSigned by:

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Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 336-6545
Email: seth@gutridesafier.com

GUTRIDE SAFIER LLP
Stephen M. Raab
113 Cherry Street, #55150
Seattle, WA 98140

305 Broadway, 7th Floor
New York, NY 10007
Email: stephen@gutridesafier.com

**Defendants' Liaison Counsel and
Attorneys for Defendants AGA Service
Company, Jefferson Insurance Company
and BCS Insurance Company**

Gayle I. Jenkins
WINSTON & STRAWN LLP
333 South Grand Avenue, 38th Floor
Los Angeles, CA 90071-1543
Tel: (213) 615-1863
Email: gjenkins@winston.com

**Attorneys for Defendants AGA Service
Company and Jefferson Insurance
Company**

Anthony J. Todaro
DLA PIPER LLP
701 Fifth Avenue, Suite 6900
Seattle, WA 98104
Telephone: (206)-839-4800
Email: anthony.todaro@us.dlapiper.com

Approved as to form only:

**Attorneys for Plaintiffs and
Class Counsel**

Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 336-6545
Email: seth@gutridesafier.com

GUTRIDE SAFIER LLP
Stephen M. Raab
113 Cherry Street, #55150
Seattle, WA 98140

305 Broadway, 7th Floor
New York, NY 10007
Email: stephen@gutridesafier.com

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WINSTON & STRAWN LLP
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Tel: (213) 615-1863
Email: gjenkins@winston.com

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Anthony J. Todaro
DLA PIPER LLP
701 Fifth Avenue, Suite 6900
Seattle, WA 98104
Telephone: (206)-839-4800
Email: anthony.todaro@us.dlapiper.com

Approved as to form only:

**Attorneys for Plaintiffs and
Class Counsel**

Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 336-6545
Email: seth@gutridesafier.com

GUTRIDE SAFIER LLP
Stephen M. Raab
113 Cherry Street, #55150
Seattle, WA 98140

305 Broadway, 7th Floor
New York, NY 10007
Email: stephen@gutridesafier.com

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