



## AlaFile E-Notice

69-CV-2024-900015.00

Judge: HON. BURT SMITHART

To: R BRENT IRBY  
brent@irbylaw.net

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

DEMETRIA WALKER V. ALFA INSURANCE CO. OF ALABAMA, INC.  
69-CV-2024-900015.00

The following matter was FILED on 4/10/2026 5:36:03 PM

**C001 WALKER DEMETRIA**

PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CERTIFICATION O

[Filer: IRBY ROBERT BRENT]

Notice Date: 4/10/2026 5:36:03 PM

PAIGE SMITH  
CIRCUIT COURT CLERK  
BARBOUR COUNTY, ALABAMA  
405 EAST BARBOUR STREET  
SUITE 3, ROOM 119  
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CIRCUIT COURT OF  
BARBOUR COUNTY, ALABAMA  
PAIGE SMITH, CLERK

**STATE OF ALABAMA**

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Unified Judicial System

69-BARBOUR

District Court  Circuit Court

CV2

DEMETRIA WALKER V. ALFA INSURANCE CO. OF ALABAMA, INC.

**CIVIL MOTION COVER SHEET**

Name of Filing Party: C001 - WALKER DEMETRIA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

Oral Arguments Requested

R BRENT IRBY  
2201 Arlington Avenue South  
Birmingham, AL 35216  
Attorney Bar No.: IRB006

**TYPE OF MOTION**

**Motions Requiring Fee**

**Motions Not Requiring Fee**

- Default Judgment (\$50.00)  
Joinder in Other Party's Dispositive Motion  
(i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Judgment on the Pleadings (\$50.00)
- Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)  
Renewed Dispositive Motion (Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Summary Judgment pursuant to Rule 56 (\$50.00)
- Motion to Intervene (\$297.00)
- Other \_\_\_\_\_ pursuant to Rule \_\_\_\_\_ (\$50.00)

- Add Party
- Amend
- Change of Venue/Transfer
- Compel
- Consolidation
- Continue
- Deposition
- Designate a Mediator
- Judgment as a Matter of Law (during Trial)
- Disburse Funds
- Extension of Time
- In Limine
- Joinder
- More Definite Statement
- Motion to Dismiss pursuant to Rule 12(b)
- New Trial
- Objection of Exemptions Claimed
- Pendente Lite
- Plaintiff's Motion to Dismiss
- Preliminary Injunction
- Protective Order
- Quash
- Release from Stay of Execution
- Sanctions
- Sever
- Special Practice in Alabama
- Stay
- Strike
- Supplement to Pending Motion
- Vacate or Modify
- Withdraw

\*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

Local Court Costs \$ 0 \_\_\_\_\_

Other **PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION O**

pursuant to Rule NA (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees)

Date:  
4/10/2026 5:35:07 PM

Signature of Attorney or Party  
/s/ R BRENT IRBY

\*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

\*\*Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA**

DEMETRIA WALKER, on behalf of herself  
 and all others similarly situated,

Plaintiff,

Case No. 69-CV-2024-900015.00

v.

ALFA MUTUAL INSURANCE  
 COMPANY,

Defendant.

**PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

Plaintiff, Demetria Walker (“Plaintiff”), on behalf of herself and the proposed Settlement Class of other similarly situated insureds (hereinafter, the “Settlement Class”) respectfully submits this Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of a Settlement Class and memorandum of law in support thereof. As set forth more fully below and in the proposed preliminary approval order (“Preliminary Approval Order”), Plaintiff respectfully requests this Court enter an Order:

(1) granting Preliminary Approval of the proposed class action Settlement Agreement and Release (“Agreement”)<sup>1</sup> between Plaintiff and Defendant Alfa Mutual Insurance Company, (“Alfa” or “Defendant”);

(2) conditionally certifying a Settlement Class;

(3) appointing Class Counsel;

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<sup>1</sup> The Settlement Agreement and Release in its entirety, including the definitions delineated therein, is hereby incorporated by reference into this Motion and is attached hereto as Exhibit 1 for reference. All capitalized terms in this Motion reflect the definition of the term in the Agreement.

- (4) approving the proposed Notice Plan and directing that it be implemented; and
- (5) appointing A.B. Data, Ltd. (“A.B. Data”) to serve as the Claims Administrator.

## **I. SUMMARY OF THE CASE**

This is an Alabama class action lawsuit by Plaintiff, individually, and on behalf of a putative class of persons (the “Class”), who were insureds under an Alfa automobile policy issued for private passenger auto physical damage, pursuant to which Alfa was required to pay the cost to repair or replace an insured vehicle up to the “Actual Cash Value” (“ACV”) of the vehicle. *Compl.* ¶¶ 2-50. Plaintiff alleges Alfa underpaid its Alabama insureds on auto insurance claims by excluding certain fees such as sales taxes, state, county, and city license fees, tag fees, and /or school fees (“Purchasing Fees”) from the actual cash value payment it makes when a damaged vehicle is a total loss. *Id.* ¶ 19-21.

### **A. Plaintiff’s Total Loss Claim and Alfa’s Alleged Breach.**

Plaintiff and Settlement Class Members entered into Alabama automobile insurance policies to be insured by Alfa (the “Policy” or “Policies”). *Compl.* ¶¶ 14-48; *see also* Declaration of Alex Couch (“*Couch Decl.*”) at ¶¶ 3-8, attached as *Exhibit 2*. Alfa’s Policy covered Plaintiff and Settlement Class Members based on the same material terms for collision and comprehensive coverage on first-party total loss physical damage claims. *Compl.* ¶ 14.

Plaintiff alleges that the Policy requires Alfa to pay some or all of the Purchasing Fees on total loss claims. *Compl.* ¶¶ 19-21. Plaintiff alleges ACV is undefined in the Policy and that Alabama law and regulations define ACV as “replacement cost value less depreciation.” *Id.* ¶ 26.

Plaintiff alleges the Policy incorporates the mandates of Alabama Law requiring that a settlement for the “actual cash value” of a car must include “all applicable taxes, license fees, and other fees incident to the transfer of ownership of a comparable automobile.” *Compl.* ¶¶ 5, 24.

Plaintiff alleges that, pursuant to Alabama law, Alfa is required to pay sales tax and reasonably necessary Purchasing Fees incident to the transfer of ownership and new registration on total loss claims. *Id.* at ¶ 24.

Plaintiff and Settlement Class Members made a claim under their Policy and suffered total losses of their Alfa insured vehicles. *Id.* Plaintiff alleges she and each Settlement Class Member were underpaid the full ACV replacement costs, including Purchasing Fees owed under the Policy on their first-party total loss claims. *Id.* at ¶ 26.

Alfa denies the allegations in the Complaint and maintains that it properly calculated and paid the appropriate replacement costs on first-party total loss claims.

#### **B. Procedural Background.**

On March 13, 2024, Plaintiff Demetria Walker (“Plaintiff”) filed a Summons and Complaint (“Complaint”) in the Circuit Court of Barbour County. Defendant filed its Answer on August 14, 2024. On August 26, 2025, the parties participated in formal in-person mediation with Judge Jim Hughey (Ret.) at Schreiber ADR. At mediation, the parties came to an agreement on the essential terms for a class action settlement.

#### **C. Key Terms of the Settlement**

The Agreement provides that Alfa shall pay negotiated amounts of up to \$24.00 for Purchasing Fees which will be reduced by any amount previously paid by Alfa for Purchasing Fees to Settlement Class Members who had first-party private passenger auto physical damage claims under an Automobile Insurance Policy with a total loss during the Class Period, that was adjusted by Alfa as a total loss claim, that resulted in payment by Alfa of a Total Loss Claim. Alfa will also agree to pay the applicable sales tax on any claim if it is discovered that Alfa did not pay

sales tax for that Total Loss Claim.<sup>2</sup> Payments will be made to each Settlement Class Member who submits a valid Claim Form by the Submission Deadline. *Agreement* at ¶¶ 74-75; *Couch Decl.* at ¶¶ 6-7. Moreover, Alfa agrees to pay: (1) all settlement claims administration costs; (2) all court-awarded attorneys' fees up to \$440,000.00; (3) Costs up to \$10,000.00, and (4) any Court-awarded Service Award up to \$10,000.00 for the named Plaintiff. *Agreement* at ¶ 83. The Agreement also provides significant future non-monetary relief for insureds.

As part of the Agreement, Alfa agrees to pay Settlement Class Members who timely submit a valid Claim Form in accordance with the Claim Form submission requirements in this Agreement “Purchasing Fees and sales tax as part of the actual cash value payments for covered first party total losses,” without requiring the Settlement Class Member to provide proof that the Settlement Class Member purchased a replacement vehicle and without regard to whether the vehicle was owned or leased. *Couch Decl.* at ¶¶ 7-9; *Agreement* at ¶¶ 31, 44, 82, and 102-103. In return, Settlement Class Members agree to release claims against Alfa based on any legal theory whatsoever, arising from or relating in any way to Alfa's alleged failure to pay full Purchasing Fees, to Plaintiff and all Settlement Class Members with respect to a total loss vehicle during the Class Period under an Automobile Insurance Policy. *Id.* The claims released by the Settlement Class Members do not include any claim for enforcement of the Agreement and/or Final Order and Judgment, and do not include claims related to vehicle valuation practices in first-party total loss claims. This is an excellent result considering the risks of protracted litigation, including the need to survive dispositive motions, certify a litigation class, prevail at trial and on any inevitable appeal. This Settlement resolves all those uncertainties in favor of the Settlement Class.

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<sup>2</sup> Based on a review of the data it appears that Alfa does pay sales tax as part of its normal procedures.

## **II. THE PROPOSED SETTLEMENT CLASS MEETS THE REQUIREMENTS OF ALA. R. CIV. P. 23 AND SHOULD BE PRELIMINARILY APPROVED**

The Parties seek the conditional certification of a Settlement Class defined as follows:

Insureds under an Automobile Insurance Policy: (1) who submitted a covered first-party physical damage claim during the Class Period, (2) whose claim was adjusted as a total loss; and (3) whose Total Loss Settlement from ALFA did not include any and all Purchasing Fees (the “Settlement Class Members”). Excluded from the Settlement Class are (1) ALFA, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of ALFA, the Claims Administrator, the Mediator, Class Counsel, and any Judge of this Court and the Judge’s staff and employees; (2) Individuals with claims for which ALFA received a valid and executed release; (3) Individuals who are both not on the Notice list and who also did not submit a valid Claim Form for payment under this Agreement; (4) Individuals who timely request exclusion from the Class; and (5) Individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Agreement is filed.

This Class meets all of the Rule 23(b)(3) requirements for certification and should be conditionally certified by the Court.

### **A. Alabama Rule of Civil Procedure 23**

#### **Alabama Rule of Civil Procedure states in full:**

##### **(a) Prerequisites to a class action.**

One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.

##### **(b) Class actions maintainable.**

An action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and in addition:

(1) the prosecution of separate actions by or against individual members of the class would create a risk of

(A) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class, or

(B) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or

(2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or

(3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

**(c) Determination by order whether class action to be maintained; notice; judgment; actions conducted partially as class actions.**

(1) At an early practicable time, consistent with Alabama statutory law, the court shall determine by order whether an

action brought as a class action is to be so maintained. An order that grants or denies class certification may be altered or amended before final judgment.

(2) For any class certified under Rule 23(b)(1) or (b)(2), the court may direct appropriate notice to the class. For any class certified under Rule 23(b)(3) -- or upon ordering notice under Rule 23(e) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3) -- the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice shall advise each member that

(A) the court will exclude the member from the class if the member so requests by a specified date;

(B) the judgment, whether favorable or not, will include all members who do not request exclusion; and

(C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

(3) The judgment in an action maintained as a class action under subdivision (b)(1) or (b)(2), whether or not favorable to the class, shall include and describe those whom the court finds to be members of the class. The judgment in an action maintained as a class action under subdivision (b)(3), whether or not favorable to the class, shall include and specify or describe those to whom the notice provided in subdivision (c)(2) was directed, and who have not requested exclusion, and whom the court finds to be members of the class.

(4) When appropriate

(A) an action may be brought or maintained as a class action with respect to particular issues, or

(B) a class may be divided into subclasses and each subclass treated as a class, and the provisions of this rule shall then be construed and applied accordingly.

**(d) Orders in conduct of actions.**

In the conduct of actions to which this rule applies, the court may make appropriate orders:

(1) determining the course of proceedings or prescribing measures to prevent undue repetition or complication in the presentation of evidence or argument;

(2) requiring, for the protection of the members of the class or otherwise for the fair conduct of the action, that notice be given in such manner as the court may direct to some or all of the members of any step in the action, or of the proposed extent of the judgment, or of the opportunity of members to signify whether they consider the representation fair and adequate, to intervene and present claims or defenses, or otherwise to come into the action;

(3) imposing conditions on the representative parties or on intervenors;

(4) requiring that the pleadings be amended to eliminate therefrom allegations as to representation of absent persons, and that the action proceed accordingly;

(5) dealing with similar procedural matters.

The orders may be combined with an order under Rule 16, and may be altered or amended as may be desirable from time to time.

**(e) Settlement, voluntary dismissal, or compromise.**

The claims, issues, or defenses of a certified class -- or a class proposed to be certified for purposes of settlement -- may be settled,

voluntarily dismissed, or compromised only with the court's approval, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.

Ala. R. Civ. P. Rule 23

## **B. Alabama Rule of Civil Procedure 23(a) is Satisfied**

Rule 23(a) contains four prerequisites for class certification: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. Ala. R. Civ. P. 23(a). To be certified, a class must satisfy each of these four prerequisites and, must also satisfy at least one of the three subdivisions in Ala. R. Civ. P. 23(b). Here, the Settlement Class satisfies all of the requirements of Rule 23(a).

### **1. Numerosity**

The proposed Settlement Class for which certification is sought contains approximately 58,000 insureds. *See Couch Decl.* at ¶¶ 7-8.; Compl. ¶¶ 31-32 (“the persons affected by Defendant’s unlawful practice consists of thousands of individuals”).

While there is no rule as to when the number of plaintiffs is too large to make joinder impracticable, the oft-cited benchmark is that a class action is presumptively appropriate when the members of the class exceed forty (40) persons. *See e.g., Korn v. Franchard Corp.*, 456 F. 2d 1206, 1209 (2d Cir. 1972); *Philadelphia Electric Co. v. Anaconda American Brass Co.*, 43 F.R.D. 452 (E.D. Pa. 1968);<sup>3</sup> *see also* 1 NEWBERG, § 3.05, at 3-25 (“In light of prevailing precedent, the

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<sup>3</sup> Because Rule 23 of the Alabama Rules of Civil Procedure substantially mirrors Rule 23 of the Federal Rules of Civil Procedure, federal authority is deemed persuasive when applying Alabama’s procedural rules in the context of class action litigation. *See e.g., Ex Parte American Bankers Life Assur. Co.*, 715 So. 2d 186 (Ala. 1997); *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995); *First Baptist Church of Citronelle v. Citronelle-Mobile Gathering, Inc.*, 409 So. 2d 727, 729 (Ala. 1981).

difficulty inherent in joining as few as 40 class members should raise a presumption that joinder is impracticable, and the Plaintiff whose class is that large or larger should meet the test of Rule 23(a)(1) on that fact alone.”). Class size favors conditional certification in this case.

## 2. Commonality

The second prerequisite for maintaining a class action in Alabama is that there be questions of law or fact common to the class. Ala. R. Civ. P. 23(a)(2). In *Coleman v. Cannon Oil Co.*, 141 F.R.D. 516 (M.D. Ala. 1992), United States District Judge Myron Thompson summarized the Rule 23(a) requirement of commonality as follows:

The commonality requirement of Rule 23(a) does not require that identical questions of law or fact are common to the class, only that the issue of liability is common.

\* \* \*

Rule 23(a)(2) requires that ‘there are questions of law or fact common to the class.’ Yet not every question of law or fact must be common to every member of the class. The requirement is met if the questions linking the class members are ‘substantially related to the resolution of the litigation even though the individuals are not identically situated.’ Identical questions are not necessary and factual discrepancies are not fatal to certification. Rule 23(a)(2) may be satisfied if common questions of liability are present despite individual differences in damages. *In re: Workers’ Compensation*, 130 F.R.D. 99, 104 (D. Minn. 1990).

*Coleman*, 141 F.R.D. at 520.

“Commonality may exist where the party opposing the class has engaged in a course of conduct that affects all class members and gives rise to a plaintiff’s claim.” *Dujanovic v. Mortgage Am., Inc.*, 185 F.R.D. 660, 667 (N.D. Ala. 1999); *see also Braxton v. Farmer’s Ins. Group*, 209 F.R.D. 654, 658 (N.D. Ala. 2002); 1 H. Newberg, *NEWBERG ON CLASS ACTIONS* (3d Ed. 1992) §

310 at 154-155. Courts have typically found a common nucleus of operative facts exists where, as in the present action, the Defendant is alleged to have engaged in standardized conduct toward the class members. *See, e.g., In re: The Prudential Ins. Co. of America Sales Practices Litigation*, 148 F. 3d 283, 309-310 (3<sup>rd</sup> Cir. 1998).

Here, Plaintiff’s sole breach of contract claim is based on common factual and legal questions. Whether Alfa breached the Policies by failing to pay full Purchasing Fees on total loss claims is a common question of law, and the interpretation of the Policy language will provide a common answer. Compl. ¶¶ 27, 28. The Policy language at issue is the same for all Settlement Class Members, who were subject to the same business practices. Compl. ¶¶ 14, 32, 34. This litigation revolves around the same common question: whether ACV is properly interpreted to include Purchasing Fees. As alleged, and for the purposes of settlement, the Class is defined such “that the issue of liability is common.” It is for this reason that materially identical claims have been found to easily meet the commonality requirement. *See, e.g., Angell v. GEICO Advantage Ins. Co.*, 573 F. Supp. 3d 1151, 1159-60 (S.D. Tex. 2021), *aff’d*, 67 F.4th 727 (5th Cir. 2023) (“[t]he common issue to be resolved is whether GEICO breached the form policies, underpaying ACV by withholding mandatory fees and/or leased sales tax”); *Paris v. Progressive Am. Ins. Co.*, 19-21761-CIV, 2020 WL 7039018, at \*18 (S.D. Fla. Nov. 13, 2020) (the questions of “whether the policy language requires Progressive to pay sales tax and transfer fees as part of the [ACV] of a vehicle[] are common to all [class members]”); *Jones v. Gov’t Employees Ins. Co.*, 6:17-CV-891ORL40LRH, 2019 WL 1490703, at \*4 (M.D. Fla. Apr. 4, 2019) (same). Because common questions of law and fact predominate, the commonality inquiry favors conditional certification.

### 3. Typicality

The third prerequisite for maintaining a class action is that the claim of the class representative is typical of the claim of each member of the class. Ala. R. Civ. P. 23(a)(3). For a plaintiff to meet Rule 23(a)'s requirement of typicality, "[a] class representative must possess the same interest and suffer the same injury as the class members . . ." *Murray v. Auslander*, 244 F.3d 807, 810 (11th Cir. 2001). Typicality may be present even when "substantial factual differences" exist, as long as there "is a 'strong similarity of legal theories.'" *Murray*, 244 F.3d at 811; *see also Wright v. Circuit City Stores, Inc.*, 201 F.R.D. 526, 543 (N.D. Ala. 2001) ("particular factual differences, differences in the amount of damages claimed or even the availability of certain defenses against a class representative may not render his or her claims atypical.") (citations omitted).

As discussed *supra*, Alfa's Policies and alleged practices are uniform. Plaintiff's and the Settlement Class Members' claims arise from the same challenged conduct and are based on the same legal theory—Alfa materially breached their (identical) insurance contracts because ACV includes costs reasonably likely to be incurred without any precondition. *See Angell*, 573 F. Supp. 3d at 1159-60 (find typicality where plaintiffs and class alleged Geico underpaid ACV by failing to pay sales tax and transfer fees based on uniform policy); *see also James*, 254 F.3d at 571 (typicality analysis examines "whether the class representative's claims have the same essential characteristics of those of the putative class"). Moreover, Plaintiff's damages are typical of the Settlement Class because she alleges that she was entitled to receive the same Purchasing Fees. Courts have found in virtually identical ACV class actions that the plaintiff's claims were typical of class members' claims. *See, e.g., Angell*, 573 F. Supp. 3d at 1155; *Jones*, 2019 WL 1490703 at \*5 ("Plaintiffs' claims are typical of the putative class [because they] involve the alleged breach of identical contractual provisions pursuant to GEICO's standard practice[s]"). Plaintiff has no

individual claim or divergent interest. Consequently, Plaintiff's claim satisfies the typicality requirement of Rule 23(a).

#### **4. Adequacy of Representation**

Rule 23(a)(4) requires that "the representative party can fairly and adequately protect the interests of the class." Ala. R. Civ. P. 23(a)(4). The fourth requirement of Rule 23(a) is satisfied if the "named representatives have interests in common with the proposed class members and the representatives and their qualified attorneys will properly prosecute the class action." *Gonzalez v. Cassidy*, 474 F. 2d 67, 72 (5th Cir. 1973).

Here, Plaintiff's Counsel has diligently represented the interests of the Plaintiff and the Settlement Class in this matter. Counsel engaged in jurisdictional motion practice, extensive review of data for thousands of putative class members, attended an all-day mediation as well as several subsequent conferences with opposing counsel finalizing the terms of this proposed Settlement. *Couch Decl. at ¶¶ 13 and 16*. Moreover, Plaintiff's Counsel took this case on a contingent basis, risking no recovery at all, and has committed the necessary resources to investigating and pursuing this theory against a corporate defendant with sophisticated opposing counsel. *Couch Decl. at ¶ 25*.

Moreover, Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of the other Settlement Class Members whom she seeks to represent. Plaintiff is committed to protecting the interests of the Class, as evidenced by her prosecution of the claim through the counsel she retained and engagement in the discovery process. Moreover, Class Counsel has extensive experience litigating similar class actions against insurance companies across the country. *Couch Decl. at ¶¶ 20-21*. Plaintiff's counsel is competent and experienced in complex class action litigation, including successfully litigating class action cases

just like this one, where insurers breached contracts with insureds in the calculation of the ACV of a total loss vehicle. *Id.* For example, Plaintiff’s Counsel have been appointed class counsel in *Roth v. GEICO*, Case No. 16-cv62942-WPD (S.D. Fla., filed 2016), *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.); and *Jones v. Geico*, Case No.: 6:17-cv-891-Orl-40KRS (M.D. Fla., filed 2017) (Byron, J.). Plaintiff’s Counsel was also named as class counsel in two similar cases as that at issue here, one in the Southern District of Texas (*Angell*, 2021 U.S. Dist. LEXIS 2287343), and the other in the Eastern District of Ohio (*Davis v. GEICO Casualty Co.*, Case No. 2:19-cv-2477, 2021 U.S. Dist. LEXIS 237288 (E.D. Ohio, Dec. 13, 2021)). Because Plaintiff and Class Counsel will protect the Settlement Class Members’ interests, this Court should appoint Plaintiff as Class Representative and her counsel as Class Counsel. The requirements of Rule 23(a)(4) are satisfied.

### **C. The Settlement Class Meets the Requirements of Rule 23(b)(3)**

Alabama Rule 23(b)(3) also requires Plaintiff to show that common questions of law or fact predominate over individual questions, and that a class action is superior to other available methods of adjudication. Here, the predominance prong is easily satisfied because one common question (i.e., whether Alfa’s Policies obligate Alfa to pay ACV Purchasing Fees after a total loss) predominates over individual questions. Indeed, courts routinely find common issues predominate in cases involving interpretation of uniform insurance policies. *See, e.g., Angell*, 573 F. Supp. 3d at 1160 (certifying class and finding predominance where case centered on whether insurer breached uniform insurance policy by paying less than the ACV); *Stuart v. State Farm Fire & Cas. Co.*, 910 F.3d 371, 375 (8th Cir. 2018) (affirming class certification where district court had found that whether the insurer breached the “form policies in plaintiffs’ insurance contracts” by paying less than ACV was a “common, predominating question of law”).

Because this case is being settled as a Settlement Class, the Court does not “need to inquire whether the case, if tried, would present intractable management problems...for the proposal is that there be no trial.” *Amchem Products Inc. v. Windsor*, 521 U.S. 591, 620 (1997).<sup>4</sup> For that and other reasons, the Court does not need to determine whether common issues would predominate over individual issues at trial. The Agreement provides common relief to all Settlement Class Members based on a negotiated amount of the full Purchasing Fees. Courts have routinely approved settlement distributions that approximate individual class member compensation with individual class member harm. *See CVS Caremark Corp. v. Lauriello*, 2014 WL 4493633, at \*1, 16 (Ala. Sept. 12, 2014) (highlighting a 1999 settlement agreement approved by an Alabama trial court to emphasize a trial court’s ability to “fashion any class-based recovery so as to prevent the excess recovery of any particular group within the class”); *see also Powell v. Georgia-Pacific Corp.*, 843 F. Supp. 491, 492-93 (W.D. Ark. 1994), *aff’d* 119 F.3d 703 (8th Cir. 1997) (determining distribution of unclaimed settlement funds after settlement funds were used to provide back-pay class members different amounts based on a point system). Accordingly, in light of the resolution of these issues by Settlement, the common liability questions here are sufficient to satisfy the first requirement of Rule 23(b)(3) for certification for settlement purposes of the Settlement Class.

Finally, the proposed resolution of this litigation by settlement on behalf of the Settlement Class also satisfies the superiority requirement. Here, the typical class claim will be \$20.50, which is small when compared to the cost of litigating a breach of contract case against Alfa. *See Angell*, 573 F. Supp. 3d at 1160 (finding superiority where litigation concerns negative value suits). The

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<sup>4</sup> As set forth in the Agreement, Alfa denies any wrongdoing or liability whatsoever, and in the absence of a Settlement Agreement and certified Settlement Class, Alfa would vigorously defend against both the certification of a litigation class and the claims on the merits. Alfa contends that their conduct was appropriate and did not breach the form Policy at issue.

fact that the costs of bringing individual actions outweigh the expected recovery is often dispositive of superiority. Since the cost to bring suit would far exceed the amount Settlement Class Members can individually secure if successful, the most important factor weighs in favor of a finding of superiority. Finally, the interests of efficiency and the administration of justice for the parties and for the Alabama judicial system are advanced by proceeding as a single case resolved by a class wide settlement.

**V. THE SETTLEMENT SATISFIES THE REQUIREMENTS OF RULE 23(c)(2) and 23(e) AND SHOULD BE PRELIMINARILY APPROVED**

Alabama Rule 23(c)(2) and (3) specifies:

(2) For any class certified under Rule 23(b)(1) or (b)(2), the court may direct appropriate notice to the class. For any class certified under Rule 23(b)(3) -- or upon ordering notice under Rule 23(e) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3) -- the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice shall advise each member that (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

Therefore, Rule 23(c) specifies that the Court “must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

The Parties request that this Court appoint A.B. Data as the Claims Administrator and direct that notice be provided to Class Members in accordance with the “Notice Plan” in the attached Agreement.

Class Notice provides that Settlement Class Members shall be sent a Postcard Notice (in a form substantially similar to that attached as *Exhibit B* to the *Agreement*) and an Email Notice that provide comprehensive and reasonable notice of the core terms of the Agreement. Class Notice will explain the relief available to the Settlement Class, as well as the non-monetary relief Alfa has agreed to provide. Class Notice will also explain the claims process, including instructions for completing the Claim Form, and how to object to or opt out of the Settlement. The Claim Form will also direct Settlement Class Members to a website where they can obtain additional information regarding both the Settlement and their options to participate, opt-out or object.

The Postcard Notice and Email Notice will be mailed with pre-paid postage, and emailed, respectively, consistent with the terms in the Agreement. *See Agreement at ¶¶ 12, 54, and 56.* Prior to mailing the Postcard Notice, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member. *See Agreement at ¶¶ 53-54.* Prior to Email Notice, a skip trace for current email addresses shall be performed for the most current email address and the email address of record. *See Agreement at ¶¶ 54-56.* If any email is rejected, returned as undelivered, or the Claims Administrator otherwise receives notice of a failure to transmit, the Claims Administrator will send a second Postcard Notice to the Settlement Class Member. *Id.*

The website will provide the Agreement, Postcard Notice, Longform Notice, Claim Form, Preliminary Approval Order, and frequently asked questions. *See Exhibits A, B, C, and D* to

*Agreement* The website shall provide that a Settlement Class Member may submit a Claim Form without a Claimant ID Number by completing online, a blank Claim Form by entering the Settlement Class Member name, policy number or claim number, and address, and by signing and submitting the blank Claim Form electronically.

Moreover, the proposed notice is written in plain English and includes (i) the nature of the action; (ii) the class definition; (iii) the class claims; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; (vii) the binding effect of a class judgment on members, (viii) a clear explanation of the terms of the Settlement, (iv) the amount sought in attorneys' fees and service award, and (v) informs Settlement Class Members of their right to object to seek exclusion and the method by which to do so. *See Exhibit B and Exhibit C to the Agreement; Agreement at ¶¶ 49-63.* The Parties request that, pursuant to Rule 23(c)(2) and 23(e), this Court direct that Class Notice be provided in the manner set forth in the Agreement.

## **VI. THE PROPOSED SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

The Agreement was negotiated at arm's length in an adversarial setting after mediation before an experienced mediator and by counsel who are experienced in all aspects of class action litigation. *Couch Decl.* at ¶¶ 5 and 18. The Agreement is fair and reasonable considering, among other things: (1) the relief available to Plaintiff and Settlement Class Members under the terms of the Agreement without the need to establish proof; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiff and the Settlement Class. *Couch Decl.* at ¶ 24.

Although Plaintiff believes that the facts establish a certifiable case, Alfa vigorously denies liability and suitability for class certification. Alfa has at all times maintained that its practices were proper and in compliance with applicable law and any regulatory requirements. A brief summary of certain potential obstacles raised by Alfa, which would be faced if the litigation were forced to continue in the absence of Preliminary Approval of the proposed Settlement by this Court, should prove helpful to the Court's assessment of the reasonableness, fairness and adequacy of the Settlement.

During mediation and subsequent informal negotiations with opposing counsel, Plaintiff received detailed information regarding Alfa's practices and defenses. If successfully proven and argued, Alfa maintains that its practices and defenses would pose significant challenges to Plaintiff's ability to succeed on its claims on a class-wide basis. Specifically, Alfa contends that a class could not be certified due to the existence of: (a) differing facts and differing evidence that could come into play for each putative class member; (b) differing evidence applicable to each putative class member's damages claim; and (c) the existence of individualized evidence necessary to determine the outcome of Alfa's defenses.

Alfa further argues that it would be difficult for Plaintiff to certify a litigation class. In particular, Alfa contends that the differing facts and differing evidence that come into play for each putative class member could have a significant impact on certification. *Times-Picayune Pub. Corp. v. Zurich Am. Ins. Co.*, 421 F.3d 328, 332 (5th Cir. 2005); *In re Life USA Holdings, Inc.*, 242 F.3d 136, 146 (3d Cir. 2001); *Keyes v. Guardian Life Ins. Co.*, 194 F.R.D. 253, 259-61 (S.D. Miss. 2000); *Kent v. SunAmerica Life Ins. Co.*, 190 F.R.D. 271, 280 (D. Mass. 2000). Alfa has also argued that "questions of individual damage calculations will inevitably overwhelm questions common to the class." *Comcast v. Behrend*, 133 S. Ct. 1426, 1433 (2013); *Turnbow v. Life*

*Partners*, 2013 WL 3479884, at \*15 (N.D. Tex. July 9, 2013) (same). The fact that these defenses will not apply in the context of this Settlement, as well as the narrow release, demonstrates the fairness and reasonableness of the proposed Settlement and resolves these uncertain issues in favor of recovery by the Settlement Class.

## VI. CONCLUSION

For the foregoing reasons, the Parties respectfully request that this Court issue an Order, substantially in the form of the proposed Preliminary Approval Order, conditionally certifying the Settlement Class, as defined for settlement purposes, granting preliminary approval of the Settlement, conditionally appointing Class Counsel as settlement class counsel and Plaintiff as the name representative of the Settlement Class, and directing that Class Notice be given in the manner described above.

Respectfully submitted this 10th day of April, 2026.

Respectfully submitted,

*/s/ Brent Irby*

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*Attorneys for Plaintiff and the Settlement Class*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class was served on all counsel of record via the electronic filing system on this 10th day of April 2026:

*/s/ Brent Irby*  
\_\_\_\_\_  
Brent Irby

# **EXHIBIT 1**

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA**  
**(Eufaula Division)**  
**CASE NO.: 69-CV-2024-900015.00**

DEMETRIA WALKER, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

ALFA MUTUAL INSURANCE  
COMPANY,

Defendant.

**CLASS ACTION SETTLEMENT AGREEMENT**

This settlement agreement (“Agreement”) is made by and between the Named Class Plaintiff, DEMETRIA WALKER, on behalf of herself and on behalf of all others similarly situated (“Plaintiff”), and Defendant, ALFA MUTUAL INSURANCE COMPANY (“ALFA”), (collectively the “Parties”) by and through their respective counsel.

**RECITALS**

WHEREAS, on March 13, 2024, Plaintiff filed a Class Action Complaint, in the Circuit Court of Barbour County, Alabama, entitled *DEMETRIA WALKER v. ALFA*, Case No. # 69-CV-2024-900015.00 (the “Action”). The Complaint alleges ALFA underpaid its Alabama insureds on auto insurance claims by excluding certain fees and taxes from the actual cash value payment it makes when a damaged vehicle is a total loss.

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

WHEREAS, at a mediation during which the Parties reached a class-wide settlement agreement in principle. Plaintiff, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the Proposed Settlement (as defined below), considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation, and the likelihood of success on the merits of the Action, and believes that, in consideration of all the circumstances, the Proposed Settlement (as defined below) embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, ALFA, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agrees to enter into this Agreement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims which were asserted in the Action;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiff, the Settlement Class, and ALFA upon approval of the Court after hearing as provided for in this Agreement, on the following terms and conditions:

## **I. DEFINITIONS**

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. "Actual Cash Value" has the meaning assigned to it by Plaintiff's Policy.
2. "Agreement" means this settlement agreement, including all exhibits thereto.
3. "Automobile Insurance Policy" means an Alabama policy of insurance issued by ALFA in effect during the Class Period and providing first-party, private-passenger automobile physical damage coverage.

4. “Claims Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to mutually recommend A.B. Data, Ltd. (“A.B. Data”) a nationally recognized claims administrator which has administered numerous similar settlements, to be the Claims Administrator, which shall be supervised by Class Counsel and ALFA’s Counsel.

5. “Claim Form” means the document that Settlement Class Members must submit, as set forth in and subject to the provisions of this Agreement, to potentially obtain benefits from the Settlement, in the form attached as Exhibit A. A single claim form shall be sufficient to claim more than one total loss under a single policy during the class period.

6. “Claim Form Submission Process” means the process by which members of the Settlement Classes will submit Claim Forms either by mail or electronically, which will then be reviewed for timeliness and completeness by the Claims Administrator.

7. “Claimant” means anyone who timely submits a Claim Form in accordance with the Claim Form submission requirements in this Agreement.

8. “Claims Deadline” means the date by which Claim Forms must be submitted for purposes of being considered timely. If the Claim Form is submitted by mail, compliance with the Claims Deadline shall be determined by the date in which the Claim Form is postmarked, and if electronically, the date the Claim Form is submitted online. The Claims Deadline shall be 14 days following Final Approval.

9. “Class Counsel” means:

R. Brent Irby, Esq.  
IRBY LAW, LLC  
2201 Arlington Avenue South  
Birmingham, AL 35205  
brent@irbylaw.net

Edmund A. Normand, Esq.  
Florida Bar Number: 865590

Alex R. Couch, Esq.  
 Florida Bar No. 118152  
 Amy L. Judkins, Esq.  
 Florida Bar Number: 125046  
 Christopher M. Hudon, Esq.  
 Florida Bar Number: 123845  
 NORMAND PLLC  
 3165 McCrory Place, Ste. 175  
 Orlando, FL 32803  
 Phone: (407) 603-6031  
 Email: ean@ednormandpllc.com

10. “Class Counsel Fees” shall mean any Court-awarded attorneys’ fees payable by ALFA separately from the Settlement Fund.

11. “Class Data” means all relevant information of a Covered Total Loss Claim used to determine the amount to pay each Settlement Class Member.

12. “Class Notice” means the notice of the preliminarily approved settlement, to be sent to all Settlement Class Members. A copy of the proposed Class Notice will include:

- i. a “Postcard Notice” (in the form attached as Exhibit B) with a detachable Claim Form, pre-filled with the claimant’s information, with prepaid postage;
- ii. a Long Form Notice (in the form attached as Exhibit C) to be posted on an informational settlement website and sent to Settlement Class members who so request.

13. “Class Representative” means DEMETRIA WALKER. The Class Representative, as named Plaintiff, shall be deemed to have submitted a claim without need of filling out and returning a claim form.

14. “Class Period” means, for Settlement Class Member Covered Total Loss Claims insured by ALFA, the period from March 13, 2018, through the date of the Preliminary Approval Order.

15. “Confidential Information” means the names, addresses, policy numbers and all data provided by ALFA relating to potential Settlement Class Members, and any other proprietary business information of ALFA.

16. “Court” means the Circuit Court of Barbour County, Alabama.

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

18. “Effective Date” means 30 days after the entry of the “Final Approval” as defined herein, if no appeals are filed. If any appeals of such Final Approval are filed, the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

19. “Final Approval” means the date that the Court enters the Final Approval Order.

20. “Final Approval Hearing” means the hearing held before the Court wherein the Court will consider granting final approval to the Settlement and further determine the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

21. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as Exhibit D. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

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

23. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the business affairs of a Settlement Class Member.

24. “Named Plaintiff” means DEMETRIA WALKER.

25. “Opt-Out Period” means the time period during which Settlement Class Members are permitted to exclude themselves from the Settlement Class, as set forth in Section XII below.

26. “Parties” means the Settlement Class Members, including the Named Plaintiff, and ALFA.

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

28. “Preliminary Approval Order” means the order that preliminarily approves the Proposed Settlement, which should be in the form attached as Exhibit E, without material alteration, as further provided in Section III below.

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

30. “Purchasing Fees” means: (i) 100% registration fees including ad valorem refund credit fees (an additional \$6.00); and (iii) 100% of the title fees (\$18.00).

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

32. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether arising in contract, tort, or otherwise, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest, based on any legal theory whatsoever, concerning, arising from or relating in any way to ALFA’s alleged failure to pay any and all Purchasing Fees as part of Actual Cash Value to Plaintiff and all Settlement Class Members with respect to a first-party total loss claim during the Class Period under an Alabama Automobile Insurance Policy. Released Claims do not include any claim for enforcement of the contemplated Agreement and/or Final Order and Judgment. Released Claims also do not include claims arising from ALFA’s vehicle valuation practices in first-party total loss claims made during the Class Period under an Alabama Automobile Insurance Policy.

33. “Released Persons” means ALFA, as defined above, and any of its parents, subsidiaries, affiliates, or related entities, as well as its and their past, present or future officers or directors, stockholders, members, managers, employees, agents, independent contractors, attorneys, insurers, reinsurers, excess insurers, , and/or any successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.

34. “Releasing Parties” means the Named Plaintiff and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents,

creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and/or future parent, subsidiaries and/or affiliated corporations, partnerships and/or other entities, and on behalf of any other Person or entity who or which could or might assert any claim under or through any of the foregoing.

35. “ALFA” means ALFA MUTUAL INSURANCE COMPANY, and any of their predecessors, successors, assigns, parents, subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, officers, directors, shareholders, managers, employees, agents, representatives, servants, officials, attorneys, insurers, associates, and trustees.

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

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

38. “Settlement Class Members” means those Persons as defined in Section II below. Any person who submits a valid and timely written request to be excluded from the Settlement Class shall not be a Settlement Class Member.

39. The “Settlement Class Member Claim” means any first-party private passenger auto physical damage claim under an Automobile Insurance Policy with a total loss during the Class Period, that was adjusted by ALFA as a total loss claim, that resulted in payment by ALFA of a Covered Total Loss Claim, which did not include full Purchasing Fees required by the Automobile Insurance Policy and applicable law.

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

41. “Service Award” means any Court ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due Plaintiff as a Settlement Class Member.

42. “Total Loss Settlement” means the total loss settlement and any associated payment due issued by ALFA on a Covered Total Loss Claim.

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

## **II. THE SETTLEMENT CLASS**

44. The “Settlement Class” means Insureds under an Automobile Insurance Policy: (1) who submitted a covered first-party physical damage claim during the Class Period, (2) whose claim was adjusted as a total loss; and (3) whose Total Loss Settlement from ALFA did not include any and all Purchasing Fees (the “Settlement Class Members”). Excluded from the Settlement Class are (1) ALFA, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of ALFA, the Claims Administrator, the Mediator, Class Counsel, and any Judge of this Court and the Judge’s staff and employees; (2) Individuals with claims for which ALFA received a valid and executed release; (3) Individuals who are both not on the Notice list and who also did not submit a valid Claim Form for payment under this Agreement; (4) Individuals who timely request exclusion from the Class; and (5) Individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Agreement is filed.

### III. PRELIMINARY CLASS CERTIFICATION

45. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court and request the Court to enter a Preliminary Approval Order, preliminarily approving the Proposed Settlement, which shall be substantially in the form set forth in Exhibit E.

46. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets the requirements of Ala. R. Civ. Pro. 23 and the due process requirements of the Alabama and U.S. Constitutions; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Alabama Rules of Civil Procedure and Due Process; and (iii) the terms of the Settlement are fair, reasonable and adequate. For purposes of the Settlement, the Named Plaintiff is agreed upon as a suitable Class Representative.

47. Preliminary certification of the Settlement Class and appointment of the Settlement Class Named Plaintiff and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Agreement is terminated pursuant to its terms, or a Final Approval approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification. The Named Plaintiff and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by the Named Plaintiff, Class Counsel, or ALFA in any other matter, whether or not related in any manner thereto, or by ALFA that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude ALFA

from opposing or asserting any argument it may have with respect to the merits and/or certification of a class in this Action or any other matter.

48. Upon the Preliminary Approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement.

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

49. The Parties jointly select and supervise a suitable Claims Administrator, which as set forth above, shall be A.B. Data, which entity will be designated as the “Claims Administrator.” The Claims Administrator shall be supervised by Class Counsel and ALFA. The Claims Administrator shall use best practices in providing Notice. The duties of the Claims Administrator include, but are not limited to (i) overseeing the provision of Notice to the Class; (ii) overseeing identification of addresses for any returned mail, and remaining notice; (iii) processing Claim Forms; (iv) contacting Settlement Class Members, if any, whose Claims Forms are deficient to attempt to obtain a cured form; (v) processing any cured Claim Forms; (vi) implementing procedures for processing and handling Claims submissions; (vi) forwarding inquiries and questions to Class Counsel; (vii) providing a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (viii) establishing and maintain a settlement website and call center. The Claims Administrator shall be paid by ALFA for services rendered pursuant to this Agreement. Notice and administration costs shall be paid separately by ALFA and not out of the Settlement Fund.

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

51. Within 21 days after the entry of the Preliminary Approval Order, ALFA shall make a reasonable search of its computer/electronic databases and provide the Claims Administrator with the name and current or last-known address of each potential Settlement Class Member and their applicable date(s) of loss.

52. Within 40 days of the entry of the Preliminary Approval Order, the Claims Administrator shall initiate mailing of the Postcard Notice, which will be in the form set forth in Exhibit A (Claim Form) and Exhibit B (Postcard Notice) for each Settlement Class Member Claim (if a Settlement Class Member has more than one claim, the Settlement Class Member will receive a Claim Form for each claim showing the date of loss) to each potential Settlement Class Member. However, one Claim Form shall suffice for all Claims. The Claim Form will be detachable and return-addressed and shall be affixed with prepaid postage sufficient to mail back to the Claims Administrator. The Claim Form shall be pre-filled in the manner and method shown in the agreed Class Notice, and will require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim Form is true and correct. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim to ALFA or otherwise.

53. Prior to mailing the Postcard Notice, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database (“NCOA”) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

54. A skip trace for addresses and email addresses shall be performed for any mail that is found to have been undelivered. The most current address and any email address shall be sent follow-up notice.

55. Prior to the Class Notice mailing, the Claims Administrator will create an informational website. The website will provide the Agreement, Postcard Notice, Long Form Notice, Claim Form, Preliminary Approval Order, and frequently asked questions.

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

57. The website shall provide that a Settlement Class Member may submit a Claim Form without a Claimant ID Number by completing online a blank Claim Form by entering the Settlement Class Member name, policy number or claim number, and address, and by signing and submitting the blank Claim Form electronically.

58. If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, the Claims Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to ALFA and Class Counsel upon request. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator shall forward the mailing to that address. For the remaining returned mailings, the Claims Administrator will use reasonable efforts, including potentially an Experian search or skip tracing; to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Class Notice is returned as undeliverable

a second time, no further mailing shall be required. It is agreed by the Parties that the procedures set forth in the preceding Paragraph and this Paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

59. The Parties agree that a Long Form Notice, without material alteration from Exhibit C, shall be posted to the website, and will be available upon request to Settlement Class Members.

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

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

62. The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

63. Neither ALFA, nor Plaintiff, nor any of the Released Persons, nor any of the Releasing Parties, nor any of their counsel, including Class Counsel, shall be liable for any act, or failure to act, of the Claims Administrator.

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

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

65. Settlement Class Members will be deemed Settlement Class Members unless they timely submit a written request for exclusion from the Settlement Class, postmarked no later than 30 days prior to the Final Approval Hearing.

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

67. The Claims Administrator will promptly notify a Settlement Class Member if it deems his or her Claim Form materially incomplete or deficient and specify any additional information that must be submitted. Notification shall be by first-class mail unless the Settlement Class Member specifies another mode of notification. Such Settlement Class Member shall have 14 days from the date the notification is mailed, or until the Claims Deadline, whichever is longer, to submit the requested information. If a deficiency notice is sent and no cure is made the Settlement Class Member's claim will be denied.

68. The Claims Administrator shall deny claims not in compliance with the Agreement including the filing of duplicative Claim Forms or failure to fully complete the Claim Form.

69. The Claims Administrator shall deny payment for Class Members for whom the applicable Purchasing Fees were already paid by ALFA, or who are otherwise ineligible for a payment due to the existence of a prior release of such claims.

70. In the event of any dispute over the eligibility of, or amount due, a Settlement Class Member by ALFA, the Claims Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly paid to any Settlement Class Member entitled to the Settlement Class Member Payment.

71. Settlement Class Payments shall be made by ALFA on valid claims by check (in accordance with standard claims administration procedures) issued within 90 days after the Effective Date, assuming no appeals from the Final Approval.

72. Checks shall be valid for 180 days. No *cy pres* fund will be created, so any uncashed checks after 180 days shall be deemed a forfeiture of the claim.

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

73. The calculation and implementation of Settlement Class Payment contemplated by this section shall be done by Class Counsel and ALFA for the purpose of compensating Settlement Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Ultimately, the Claims Administrator, in their sole discretion and based on information provided by ALFA, will determine the appropriate amount due to any Settlement Class Member who submits a valid Claim Form.

74. The Parties have agreed that ALFA shall pay Settlement Class Members up to \$24.00 to each Settlement Class Member who submits a valid Claim Form by the Submission Deadline.

75. The total maximum payment to any Settlement Class Member who timely submits a valid Claim Form shall be \$24.00, inclusive of any Purchasing Fees previously paid by Alfa.

76. Alfa believes, as part of its normal practice, it has paid fully taxes on all Covered Total Loss Claim as part of the Total Loss Claim Payment. If, however, it comes to Alfa's attention that a Claimant was not paid taxes as part of the Total Loss Claim Payment, then Alfa will agree to include sales tax to that Claimant as part of their settlement payment.

77. Insureds, as used in the Settlement Class definition, will include Settlement Class Members with leased or owned vehicles.

78. All Settlement Class Members who submit completed Claim Forms by the Claims Deadline determined by the Claims Administrator to be eligible for a Settlement Class Payment shall automatically receive their Settlement Class Payment by check issued and mailed by ALFA within 90 days after the Effective Date, assuming no appeals from the Final Approval.

79. For any returned checks, the Claims Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Member.

80. To be potentially eligible for the Settlement Class Payment, a Settlement Class Member must have submitted a timely and signed Claim Form.

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

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

83. ALFA's liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to eligible Settlement Class Members; (b) paying the costs of Class Notice and

the costs of the Claims Administrator; (c) paying any Class Counsel Fees up to \$440,000.00 and Costs up to \$10,000.00; and (d) and paying any Class Representative award to the Named Plaintiff awarded by the Court up to \$10,000.00, as set forth below. In no event shall ALFA be liable under this Settlement to pay any additional amounts other than those set forth above.

84. As part of the Settlement, for all claims submitted, the next business day following the signing of the Agreement and thereafter, ALFA agrees to pay the required Purchasing Fees as part of the actual cash value payments for covered first party total losses. Notwithstanding the foregoing, ALFA reserves the right to change its practices in the event of a change in applicable law, or as warranted by any changes in the terms of the applicable insurance policies.

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

85. The Class Notice shall list Class Counsel's address and telephone number. Communications relating to the Action or this Settlement with Persons receiving Class Notices and Settlement Class Members shall be handled through Class Counsel, and/or the Claims Administrator, as necessary. Nothing in this Agreement shall be construed to prevent ALFA, its employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of its business operations, from submitting notices or other documents relating to this Agreement directly to Settlement Class Members and/or from continuing to adjust and resolve pending or future claims, even if they otherwise fall within the scope of this Agreement, before this Agreement is finally approved.

86. Neither ALFA nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to effectuate any of the terms of this Agreement, and this provision shall be incorporated into the Final Approval.

**VIII. CLASS COUNSEL’S FEES AND COSTS AND CLASS REPRESENTATIVE FEES**

87. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. The Parties recognize that Class Counsel are entitled to seek an award of attorneys’ fees for the work performed and the results obtained for the Settlement Class in this Action. Class Counsel intends to seek Court approval for an award of fees and costs not to exceed \$450,000.00, with the approved amount to be paid five (5) business days after the Effective Date. ALFA shall not oppose, either directly or indirectly, an attorney’s fee request that does not exceed this amount. Under no circumstances will ALFA be obligated to pay any sums in excess of \$450,000.00 for attorneys’ fees and costs. The attorneys’ fees and costs are separate from and not included in the payments to the Settlement Class and payments to the Class Representative and are separate from and not included in the Settlement Class Payment and payment to the Claims Administrator. Class Counsel further agree that, to the extent a lesser amount of fees is awarded by the Court or any appellate court, it will not provide a basis for Class Counsel to terminate this Agreement. Class Counsel further agree that unless an award of a lesser amount of attorneys’ fees is overturned on appeal, Class Counsel will accept the lesser amount of fees and costs.

88. Additionally, the Parties agree that Class Counsel will request, and ALFA will not oppose, a Service Award to the Class Representative in the amount of \$10,000.00, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by ALFA on the Effective Date.

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

89. The Named Plaintiff, Settlement Class Members and ALFA consent to the entry of a Final Approval Order substantially in the form attached as Exhibit D, without material alteration

to the terms, with the understanding that the parties may include additional case law to support Final Approval.

90. If the Court disapproves this Agreement, or if the Court enters the Final Approval but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Approval, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then ALFA shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Approval, in which case this Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. ALFA shall have 14 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.

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

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

92. Class Counsel will file a motion seeking the Court's Final Approval as to the Proposed Settlement at a Final Approval Hearing to be held at a time, date, and location that will

be stated in the Preliminary Approval Order and listed in the Class Notice. The Parties will request that the Final Approval Hearing be held at the earliest date that is at least 90 days after the Preliminary Approval Order that the Court is available to hear the matter or as soon as possible thereafter. Class Counsel will request the Court to enter a Final Approval substantially in the form of the Final Approval Order attached hereto as Exhibit D, without material alteration (and unless otherwise ordered), and directing the Parties and their counsel to comply with and consummate the terms of this Agreement, as well as:

- a) Certifying the Settlement Class for settlement purposes;
- b) Finding that Class Counsel and the Named Plaintiff have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiff and all members of the Settlement Class for the purpose of this Settlement only, and that the Court has subject matter jurisdiction to approve the Agreement and all exhibits thereto;
- d) Finding that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and in compliance with due process, and Alabama law;
- e) Providing that each member of the Settlement Class who has not excluded themselves therefrom in accordance with the Court's prior orders shall be bound by the provisions of the Settlement, including the applicable Releases;
- f) Finding that the Class Notice implemented pursuant to this Settlement and approved by the Court was reasonable and the best practicable notice and satisfies the requirements of the Alabama Statutes, as well as all the requirements of due process under the Alabama and U.S. Constitutions;

- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice, and entering Final Approval thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of Class Counsel Fees, and the Service Award, in conformity with the provisions of the Settlement;
- i) Confirming that Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any opt out or any form of opt out class, except that referring such person to the Class Notice or suggesting to any such Person the option of obtaining separate counsel, without specifically identifying options for such counsel will not violate this provision; and
- j) Permanently barring and enjoining the Named Plaintiff and each and every Settlement Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State statutory or common law, any Released Claim against any Released Person; and
- k) Retaining jurisdiction to enforce the Agreement and Final Approval.

## **XI. EFFECTIVE DATE**

93. The Effective Date of this Agreement means 30 days after Final Approval, as long as no appeals are filed. If any appeals of such Final Approval are filed the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

**XII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

94. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked no later than 30 days prior to the Final Approval Hearing. Written requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. No Settlement Class Member may effect an exclusion of a class of individuals or represent such a class.

95. The Claims Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties.

96. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed Settlement or intervene in the Action for the purpose of contesting the Proposed Settlement. The written notice of intent to object and/or intervene must be: (a) filed with the Clerk of the Court not later than 30 days prior to the Final Approval Hearing; and (b) sent by first-class mail, postmarked no later than 30 days before the date set for the Final Approval Hearing, to Class Counsel:

Edmund A. Normand, Esq.  
Alex R. Couch, Esq.  
Amy L. Judkins, Esq.  
Christopher M. Hudon, Esq.  
NORMAND PLLC  
3165 McCrory Place, Ste. 175  
Orlando, FL 32803  
Phone: (407) 603-6031  
Email: ean@ednormandpllc.com

And to ALFA's Counsel:

Thomas J. Butler, Esq.  
MAYNARD NEXSEN, P.C.  
1901 Sixth Ave. North, Suite 1700  
Birmingham, Alabama 35203  
Phone: (205) 254-1000  
Email: tbutler@maynardnexsen.com

97. Any Settlement Class Member who does not so request to object or intervene waives the right to do so in the future and shall be forever barred from intervening or making any objection to the Proposed Settlement or Final Approval. Any notice of intent to object or intervene must contain the following: (a) the name of the Action; (b) the objector's full name, address and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the number of times in which objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that objector filed the objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (h) the identity of all counsel (if any)

representing the objector who will appear at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) the objector's signature (an attorney's signature is not sufficient). The Parties must file any briefs in response to any objection on or before 10 days prior to the date of the Final Approval Hearing. Class Counsel and/or ALFA may conduct limited discovery on any objector consistent with the Alabama Statutes if approved by the Court upon a showing of good cause. Any Settlement Class Member who does not make his or her objections in the manner and by 30 days prior to the Final Approval Hearing shall be deemed to have waived any objection(s) and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

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

98. ALFA asserts that the following constitutes highly confidential and proprietary business information of ALFA (the "Proprietary Information"): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by ALFA in effectuating the Proposed Settlement; and (b) any electronic data processing and other record keeping procedures and materials that may be utilized by ALFA in identifying the Settlement Class Members and effectuating ALFA's other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by ALFA shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiffs in this Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 105 below.

99. No persons other than ALFA, ALFA's counsel, and clerical/administrative personnel employed by ALFA or ALFA's counsel, Class Counsel and clerical/administrative

personnel employed by Class Counsel, the Claims Administrator, if applicable, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

100. Within 30 days after all of ALFA's obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiff in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by ALFA to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to ALFA's counsel certifying their compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

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

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

102. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Approval shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Action, and the effectiveness of the Release by the Releasing Parties, including the Named Plaintiff, and including their past, present or future agents, legal

representatives, trustees, parents, relatives, estates, heirs, executors and administrators, of all Released Claims against the Released Persons.

103. Upon the Effective Date, the Releasing Parties, including the Named Plaintiff, and including their past, present or future agents, legal representatives, trustees, parents, relatives, estates, heirs, executors and administrators, expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Persons asserting any of the Released Claims.

104. Notwithstanding the Court's entry of the Final Approval, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Approval, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Settlement Class Members, if necessary, and/or enforcing the litigation bar as to the Released Claims provided for by this Settlement.

#### **XV. DENIAL OF LIABILITY / NO PRECEDENTIAL VALUE**

105. Were it not for this Settlement, ALFA would have vigorously contested each and every claim in the Action. ALFA maintains that it has consistently acted in accordance with governing laws at all times. ALFA vigorously denies all the material allegations set forth in the Action. ALFA nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Agreement. ALFA reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of ALFA to conduct its business unhampered by the distractions of continued litigation. The settlement of this matter by ALFA, including, but not limited to, the terms and provisions of this

Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Persons.

106. As a result of the foregoing, the Released Persons enter into this Agreement without in any way acknowledging any fault, liability or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons.

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

108. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by ALFA that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude ALFA from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding. Nor may this Agreement be construed in any fashion as precedent for any matter similar to the instant one, or used as evidence of any kind, by any person or entity, in any action or proceeding against the Released Parties, as this Agreement has been entered into based on the particular facts of this matter alone.

**XVI. REPRESENTATION OF OPT OUTS.**

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

**XVII. DECEASED CLASS MEMBERS**

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

**XVIII. INCAPACITATED CLASS MEMBERS**

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

**XIX. TAX OBLIGATIONS**

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

existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

## **XX. MISCELLANEOUS PROVISIONS**

113. The proposed Preliminary Schedule for class administration deadlines is attached as Exhibit F.

114. The Parties acknowledge and agree that this Agreement does not and shall not constitute an admission by ALFA that its payment or nonpayment of applicable Purchasing Fees on any individual claim or on any of the Settlement Class Members' claims was incorrect or improper.

115. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Approval or collateral attack on the Agreement or Final Approval.

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

117. Except as otherwise provided, this Agreement contains the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

118. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties hereto. Non-material amendments and modifications may be made

without additional notice to the Settlement Class Members unless such notice is required by the Court.

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

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

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

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

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

124. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any enforcement, suit, action, proceeding or dispute arising out of or relating to this Agreement and the Proposed Settlement embodied herein and maintain jurisdiction over all Settlement Class Members. Specifically, the Parties shall request that the Court retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any Releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Final Approval until each and every act agreed to be performed by the Parties has been performed pursuant to this Agreement; and (d) other matters related to the foregoing.

125. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Agreement. This Agreement shall be deemed to have been drafted by all the Parties hereto and their counsel.


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

DATED this 8th day of April, 2026.

**SIGNATURES ON FOLLOWING PAGE**

SIGNATURES

1. For Plaintiff

By:   
Demetrius W. [unclear]

NERMAND PLLC

By: \_\_\_\_\_  
PRINT

IBBY LAW LLC

By: \_\_\_\_\_  
PRINT

*Attorneys for Named Plaintiff  
and the Settlement Class*

APPROVED AS TO FORM AND SUBSTANCE

SIGNATURES CONTINUED ON FOLLOWING PAGE

**SIGNATURES**

For Plaintiff:

By: \_\_\_\_\_  
Demetria Walker

NORMAND PLLC

By: Alex Couch (by RBI w/ express permission)  
PRINT: ALEX COUCH

IRBY LAW LLC


By: R. Brent Irby  
PRINT: R. Brent Irby

*Attorneys for Named Plaintiff  
and the Settlement Class*

APPROVED AS TO FORM AND SUBSTANCE

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

For ALFA MUTUAL INSURANCE COMPANY:

By:   
PRINT: David Bailey

*Attorneys for Defendant*

**APPROVED AS TO FORM AND SUBSTANCE**

Exhibit A – (Claim Form)

Exhibit B – (Postcard Notice)

Exhibit C – (Long Form Notice)

Exhibit D – (Proposed Final Approval Order)

Exhibit E – (Proposed Preliminary Approval Order)

Exhibit F – (Preliminary Schedule)

# **EXHIBIT A**

**The DEADLINE  
to submit or mail this  
Claim Form is:  
<<CLAIM  
DEADLINE>>**

Demetria Walker, v. ALFA Mutual Insurance Company,  
Case No. 69-CV-2024-900015.00  
CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before <<CLAIM DEADLINE>>, or submitted online on or before <<CLAIM DEADLINE>>.**

Please read the full Notice of this settlement (available at [www.WEBSITE.com](http://www.WEBSITE.com)) carefully before filling out this Claim Form.

To be considered, this Claim Form must be submitted online no later than \_\_\_\_ or mailed to the above address postmarked no later than \_\_\_\_\_.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit a Claim Form at [www.WEBSITE.com](http://www.WEBSITE.com)

**MAIL:** Walker v. ALFA  
c/o XXX Settlement Administration  
P.O. Box XXXXXX  
CITY, STATE ZIP

Please read the full Notice of this settlement (available at [www.WEBSITE.com](http://www.WEBSITE.com)) carefully before filling out this Claim Form.

Name & Address:

<<First Name>> <<Last Name>>

<<Address 1>>, <<Address 2>>

<<City>>, <<State>>, <<Zip>>

STATE FARM CLAIM ID: <<State Farm ID>>

Date of Loss: <<Date of Loss>>

**PART ONE: CLAIMANT INFORMATION**

---

Provide your name and address below if different than above. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form. If you are submitting a Claim on behalf of a deceased or incapacitated Class Member, you must submit the supporting documentation necessary to demonstrate you are authorized to receive their benefit.

---

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

@

Email Address

**PART TWO: ATTESTATION UNDER PENALTY OF PERJURY**

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above and that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a full and complete Purchasing Fees payment from ALFA Insurance Company on my underlying total loss claim. If this affirmation is not signed your claim will be denied.

SIGNATURE

DATE

PRINT NAME

# **EXHIBIT B**

**EXHIBIT B**

**Notice of Class Action Settlement**

***Walker v. Alfa Mutual Insurance Company, Case No. 69-CV-2024-900015.00***  
**Circuit Court of Barbour County, Alabama**

A class action settlement has been reached in the above referenced lawsuit against Alfa Mutual Insurance Company entitling members of the Settlement Class, who make a valid and timely claim, to payments for unpaid taxes, title and registration transfer fees (“Purchasing Fees”) for their total loss auto insurance claims. This Notice is being sent to provide you information about your rights. ALFA denies all liability in this case, including that it has fully paid taxes on all total loss claims

**Why am I getting this Notice?** You have been identified as a potential “Settlement Class Member” from ALFA’s claims data, because you were an Alabama auto policyholder and insured by ALFA or an affiliated entity and submitted a first-party physical damage claim with respect to a covered vehicle that resulted in a total loss claim that may not have included full Purchasing Fees.

**Who represents me?** The Court has appointed lawyers from Irby Law LLC and Normand PLLC to serve as Class Counsel. You do not have to pay them to participate. Instead, if they recover money for the Settlement Class, the lawyers will ask the Court for a separate award of fees or expenses.

**Settlement Terms.** Settlement class members who submit a valid timely claim are eligible to receive payment of up to \$24.00 (less any Purchasing Fees included in the original total loss claim payment) as well as any unpaid taxes on your total loss claim.

**Other Options:** If you do not want to be legally bound by the settlement, you must opt out of the settlement postmarked by \_\_\_\_\_. If you do not opt out, you will give up the right to sue and will release ALFA and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the settlement by \_\_\_\_\_. The Long Form Notice on the settlement website explains how to opt out or object. If you do nothing, you will get no cash payment, and you will be bound by the settlement and any judgments and orders.

The Court will hold a hearing on [MONTH], [DAY] [YEAR] to consider whether to finally approve the Settlement, Class Counsel’s request for attorneys’ fees and Service award for the Class Representative. The date of the hearing may change without further notice to the class. This notice is a summary. Learn more about the settlement at \_\_\_\_\_,com, or you may contact the Settlement Administrator at \_\_\_\_\_ or Class Counsel by mail at 3165 McCrory Place, Suite 175, Orlando FL 32803.

<p><b><u>COURT ORDERED LEGAL NOTICE</u></b> <b>If you suffered a total-loss on a vehicle insured by ALFA from March 13, 2018 to present you may be entitled to a cash payment.</b></p>	<p><i>Walker Class Action Settlement</i> c/o [CLAIMS ADMINISTRATOR] [ADDRESS] [CITY, STATE ZIP]</p>
<p><b>Complete and return the enclosed form by [ DATE ] to potentially receive a cash payment.</b></p>	<p><b>Class Member John Doe</b> 123ABC Street New Orleans, LA 12345</p>



# **EXHIBIT C**

**EXHIBIT C****IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
(Eufaula Division)**

*Walker v. Alfa Mutual Insurance Company,*  
Case No. 69-CV-2024-900015.00

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**A court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A settlement has been reached in the case *Walker v. Alfa Mutual Insurance Company*, Case No. 69-CV-2024-900015.00, entitling members of the Settlement Class, who submit a valid and timely claim form, to unpaid taxes, title and registration transfer fees (“Purchasing Fees”) for Covered Total Loss Claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Call [TOLL-FREE NUMBER] toll free or visit [SETTLEMENT WEBSITE] for more information.

**What Is a Class Action?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

**What Is this Class Action About?**

Plaintiff alleges that Alfa Mutual Insurance Company breached its contracts (Automobile Insurance Policies) by failing to fully pay Plaintiff and other Alabama insureds who submitted physical damage claims for their vehicles during the Class Period, which resulted in a Total Loss Claim Payment. Specifically, Plaintiff alleges that Alfa Mutual Insurance Company failed to pay full Purchasing Fees following a total loss. ALFA maintains that it complied with the terms of the Automobile Insurance Policies and applicable law and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

QUESTIONS? CALL [TOLL FREE NUMBER] TOLL-FREE, OR VISIT [SETTLEMENT WEBSITE]

## Settlement Terms

As a part of the Settlement, ALFA has agreed to pay Settlement Class Members who were insured by Alfa Mutual Insurance Company or other affiliated ALFA insurers (except for Government Employees Insurance Company) and who submit a valid timely Claim, upon Court approval:

Up to \$24.00 (less any Purchasing Fees included in the original total loss claim payment). Alfa contends that, as part of its normal practice, it has fully paid taxes on all Alabama Covered Total Loss Claim as part of the Total Loss Claim Payment. If, however, it comes to Alfa's attention that a Claimant was not paid taxes as part of the Total Loss Claim Payment, then Alfa will agree to include sales tax to that Claimant as part of their settlement payment.

Class Counsel is seeking Fees and Costs not to exceed \$450,000.00 and a Service Award not to exceed \$10,000.00 to the Class Representative, with all amounts to be approved by the Court. Class Counsel's motion for attorneys' fees, costs and expenses shall be made available at [www.XXXX.com](http://www.XXXX.com)

In exchange, Plaintiff and the Settlement Class Members who do not exclude themselves agree to give up any claim they have for payment of fees in relation to their total loss claims. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement Class, which means you are not eligible for payment, and you maintain your right to sue ALFA individually and separately for payment of Purchasing Fees. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

## How Do I Know if I'm a Member of the Settlement Class?

You may be a member of the Settlement Class if you insured a vehicle for physical damage coverage under an Alabama personal automobile policy issued by Alfa Mutual Insurance Company, submitted a covered first-party physical damage claim during the Class Period that was a total loss, but your Total Loss Settlement from ALFA did not include any or all Purchasing Fees. The Class Period is from March 13, 2018 to [DATE OF PRELIMINARY APPROVAL].

If you already received full Purchasing Fees as part of your Total Loss Claim Payment, you are not part of the Settlement Class. You received this Notice because ALFA's records indicate you had a Total Loss claim and therefore may be a member of the Settlement Class.

## If I Am a Class Member, What Are My Options?

If you are a Class Member, you have four options.

### **Option 1: Submit a Claim for Payment.**

You may submit a Claim for payment of unpaid Purchasing Fees. You can submit a claim by signing the Claim Form you receive in the mail, carefully tearing at the perforation, and putting the Claim Form in the mail. You can call [TOLL-FREE NUMBER] or visit [SETTLEMENT WEBSITE] and request that the Settlement Administrator send you a Claim Form (or a blank form that you will need to fill out).

If you submit a Claim Form in the mail, it must be postmarked no later than [CLAIMS DEADLINE]. If the address you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

You can also submit a claim online at [settlement website] by entering your Claimant ID or valid total loss claim number and unique PIN. Online Claims must be submitted by 11:59pm EST on [Date]. Your Claimant ID and PIN can be found on the postcard and email notices you received.

**Option 2. Exclude yourself from the Settlement.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **[OPT-OUT DEADLINE]** as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue ALFA separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

*Walker Class Action Settlement*  
c/o [CLAIMS ADMINISTRATOR]  
[ADDRESS]  
[CITY, STATE ZIP]

A request for exclusion must be postmarked on or before **[OPT-OUT DEADLINE]**.

Your request for exclusion must contain the following:

1. The name of the Action (*Walker v. Alfa Mutual Insurance Company*)
2. Your full name;
3. Your current address;
4. Your phone number;
5. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
6. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF [OPT-OUT DEADLINE], YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

The Circuit Court is conducting a FAIRNESS HEARING on **[HEARING DATE]**, at **[HEARING TIME]**. **EST** in Courtroom [#] of [COURTHOUSE], [COURT ADDRESS] to decide whether to grant final approval of the Proposed Settlement. The date of the FAIRNESS HEARING may change without further notice to the class. You should be advised to check the settlement website at [SETTLEMENT

WEBSITE], to confirm that the date of the FAIRNESS HEARING has not been changed. Be advised that the hearing date may change without further notice to the Settlement Class.

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [SETTLEMENT WEBSITE]. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class Members, you may file a Notice of Intent to Object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to Object to the terms of the settlement (described below) to the following:

*Walker v. Alfa Mutual Insurance Company*  
c/o [CLAIMS ADMINISTRATOR]  
[ADDRESS]  
[CITY, STATE ZIP]

The Notice of Intent to Object to the terms of the settlement must include all of the following information:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;
4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;
5. Whether you and/or your attorney intend to appear at the Fairness Hearing and whether you and/or your attorney will request permission to address the Court at the Fairness Hearing.

If you and/or your attorney intend to request permission to address the Court at the Fairness Hearing, your Notice of Intent must also include all of the following information:

1. A statement of the legal and factual basis for each objection;
2. A list of any and all witnesses the Settlement Class Member may seek to call at the Fairness Hearing;
3. A list of any legal authority the Settlement Class Member will present at the Fairness Hearing;  
and
4. Identify either your class member number or full name and address when the total loss occurred.

Notices of Intent to object must be postmarked by **[OBJECTION DEADLINE]**. Any Notice of Intent to Object to the settlement that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Fairness Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Settlement Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not a Notice of Intent to Object to the settlement.

**Option 4. Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against ALFA for Purchasing Fees, even if you do not submit a Claim Form for payment. You will not receive a Settlement Payment if you do not submit a Claim Form for payment.

<b>Who Is Representing the Class?</b>
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The Court has preliminarily appointed Plaintiff, DEMETRIA WALKER, to be the Class Representative of the Settlement Class. The Court has also preliminarily appointed the following law firms as Class Counsel for the Settlement Class:

IRBY LAW, LLC  
2201 Arlington Avenue South  
Birmingham, AL 35205

NORMAND PLLC  
3165 McCrory Place, Ste. 175  
Orlando, FL 32803  
Phone: (407) 603-6031

These law firms are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites.

Class Counsel will be seeking attorneys' fees and costs of up to \$450,000.00, with all amounts to be approved by the Court.

Class Counsel will also seek a Service Award for the Class Representative in the amount of \$10,000.00, subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to members of the Settlement Class, and to acknowledge the time spent by the Plaintiff participating in the case and prosecuting the claims for the benefit of the Settlement Class.

<b>What Claim(s) Against ALFA Are Class Members Releasing?</b>
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As a part of the Settlement, Settlement Class Members agree not to sue ALFA by asserting any claim for payment or non-payment of fees (including, but not limited to, purchasing, title, registration/handling, plate and other fees) in relation to their total loss claims. Unless you request exclusion from the Settlement Class, you give up the right to individually sue ALFA for unpaid purchasing fees (including, but not limited to, title, registration/handling, taxes, plate and other fees) as part of your Covered Total Loss Claim, even if you do not submit a Claim Form for payment as part of this Settlement. You are not releasing any other claim against ALFA. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement at \_\_\_\_\_.com.

<b>How Do I Find Out More About This Lawsuit?</b>
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If you have any questions about the settlement or any matter raised in this Notice, please call toll-free at **[TOLL-FREE NUMBER]** or go to **[SETTLEMENT WEBSITE]**.

This **[SETTLEMENT WEBSITE]** website provides:

1. A blank Claim Form;
2. The full terms of the Settlement;
3. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
4. A copy of the Complaint filed by Plaintiff and
5. Other general information about the class action.

You also may contact Class Counsel, whose contact information is provided above.

If the address you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE CLERK OF THE COURT, OR ALFA OR ALFA'S COUNSEL REGARDING THIS NOTICE.**

DATED: [DATE], 2026

# **EXHIBIT D**

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

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA**  
**(Eufaula Division)**  
**CASE NO.: 69-CV-2024-900015.00**

DEMETRIA WALKER, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

ALFA MUTUAL INSURANCE  
COMPANY,

Defendant.

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

Plaintiff Demetria Walker, individually and on behalf of the certified Class and proposed Class, and Defendant Alfa Mutual Insurance Company (“ALFA”) have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement. Plaintiff has filed an unopposed motion for preliminary approval of the Settlement, as set forth in the Agreement, and seeks, among other things, that the Court (1) grant preliminary approval of the Agreement; (2) direct notice to the settlement class; and (3) set a final fairness hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and for the reasons stated below, GRANTS Plaintiff’s motion for preliminary approval of the Agreement.

**IT IS HEREBY ORDERED:**

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

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

3. The Court preliminarily approves the Agreement, and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by ALFA or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by ALFA. ALFA shall retain all rights to assert that the Action may not be certified as a class action except for settlement purposes. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that ALFA may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4. The Court approves, as to form and content, the Class Notice.

5. The Claims Deadline, Objection Deadline, Opt-Out Deadline and the date of the Final Fairness Hearing shall be added to the Short Form Notice before it is sent to Settlement Class Members.

6. The Court finds the Class Notice constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort and constitutes valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of due process.

7. The Court approves the Class Notice, the content of which is without material alteration from the Long Form Notice, Short Form Notice and Claim Form exhibits to the Agreement. Directs mailing of the Mailed Notice by first-class mail to the last-known address for each such Person as set forth in the Agreement, and, for Mailed Notices returned, directs the Claims Administrator to follow the procedures set forth in the Agreement. Directs sending of the Email Notice to the last-known email addresses for each such Person as set forth in the Agreement to the extent these email addresses are kept by ALFA.

8. The Court approves the Claim Form, the content of which is without material alteration from Exhibits A to C to the Agreement for distribution to and/or use by potential Settlement Class Members.

9. The Submission Deadline after which the Claim Forms shall be deemed untimely shall be fourteen (14) days after entry of the Final Approval Order

10. The Court approves the settlement website as described in the Agreement, which may be amended during the course of the settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 100 days after the Claims Submission Deadline.

11. The Court appoints A.B. Data Ltd. as the Claims Administrator.

12. Prior to the Class Notice mailing, the Claims Administrator will create an informational website. The website will provide the Agreement, Postcard Notice, Long Form Notice, Claim Form, Preliminary Approval Order, and frequently asked questions.

13. The Court directs the Claims Administrator to maintain a toll-free VRU telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to record a message to be returned by the Claims Administrator.

14. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Class must submit an appropriate, timely request for exclusion, postmarked no later than 30 days prior to the Final Approval Hearing. Any exclusion must be exercised individually by a Settlement Class Member or Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

15. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the Action or this Proposed Settlement.

16. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or any term or aspect of the Proposed Settlement or to intervene in the Action, must follow the procedures set forth in the Agreement, and any objection must be postmarked no later than 30 days prior to the Final Approval Hearing.

17. The right to object to the Proposed Settlement or to intervene must be exercised individually by a Settlement Class Member or his or her attorney or Legally Authorized Representative, and not as a member of a group, class, or subclass.

18. The Claims Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and only the Claims Administrator, counsel for the Parties, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

19. The Claims Administrator shall promptly furnish to Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

20. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

21. The Court preliminarily finds, for the sole purpose of settlement, that the requirements of Alabama Rule of Civil Procedure 23 have been met as to the Settlement Class, as defined in the Agreement, in that the Class, which numbers approximately 55,000 is sufficiently numerous such that joinder is impracticable, there are questions of law and fact common to the Settlement Class Members, Plaintiff Walker's claims are typical of absent Class Members, Class Counsel and Plaintiff Walker are adequate representatives, the aforementioned common questions of law and fact predominate over any individualized questions, and class adjudication is superior to any alternative forms of adjudication. As such, the Court preliminarily certifies the proposed Settlement Class, and preliminarily appoints Plaintiff Walker as Class Representative, and preliminarily appoints R. Brent Irby of Irby Law, LLC and Edmund A. Normand, Alex R. Couch, and Christopher M. Hudon of Normand PLLC as Class Counsel.

22. The Court preliminarily finds that the settlement of the lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (i) the parties' arm's-length settlement negotiations; (ii) the lack of evidence that the settlement was obtained by fraud or collusion; (iii) the complexity, expense, and likely duration of the litigation; (iv) the stage of the proceedings and

discovery completed to support the proposed settlement; and (v) the opinion of competent counsel supporting the settlement.

23. Having considered the proposed Settlement in light of the aforementioned factors, this Court finds as a preliminary matter that the terms of the Settlement are sufficiently fair, reasonable, and adequate such that providing Class Notice to the Settlement Class and providing them the opportunity to respond and/or voice any objections is justified.

24. A hearing shall be held on \_\_\_\_\_, 2026, at \_\_\_\_\_ .m., for the purpose of determining (a) whether the proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment, granting final approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representative should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

25. Any application by Class Counsel for Attorneys' Fees and Costs, and all papers in support thereof, and any application for a Class Representative Award, shall be filed with the Court at least twenty-one (21) days prior to the Final Approval Hearing.

26. All other papers in support of the Settlement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Approval Hearing.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not make an objection in the manner provided for herein, shall be deemed to have waived such objection and shall be foreclosed from making any objection to the foregoing matters.

28. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Settlement at

or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to ALFA and against the Named Plaintiff and the Class Members at or after the Final Approval Hearing and without further notice to the Class Members.

29. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Settlement Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the Action.

30. The following schedule is established to guide the Parties in conducting the Notice and claims administration process:

**PRELIMINARY SCHEDULE**

<b>Action</b>	<b>Deadline</b>
Entry of the Preliminary Approval Order	
ALFA provides class list to Claims Administrator	Within twenty-one (21) days after entry of the Preliminary Approval Order
Deadline for Claims Administrator to initiate mailing of Postcard Notice, which will be in the form set forth in Exhibit B.	Within forty (40) days of the entry of the Preliminary Approval Order
Deadline for Claims Administrator to send out additional notice	Date suggested by the Claims Administrator
Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline to file Unopposed Motion for Fees and Costs	Twenty-eight (28) days prior to Final Approval Hearing
Deadline to file Unopposed Motion for Final Approval	Twenty-eight (28) days prior to Final Approval Hearing
Deadline for Class Members to object to Agreement	Twenty-one (21) days prior to Final Approval Hearing
Deadline for Parties to file any response to any objection	Seven (7) days before Final Approval Hearing
Final Approval Hearing Date	

Effective Date	Thirty (30) days after the Final Approval Order
ALFA to pay Class Counsel's Fees and Costs and Class Representative Award	Five (5) days after the Effective Date
Deadline for Class Members to file claims ("Claims Deadline")	Fourteen (14) days after Final Approval Order
Deadline for Payments to Class Members by ALFA	Ninety (90) days after the Effective Date

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT E**

**Exhibit E**

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

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA**

DEMETRIA WALKER, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

ALFA MUTUAL INSURANCE  
COMPANY,

Defendant.

Case No. 69-CV-2024-900015.00

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

Plaintiff Demetria Walker (“Named Plaintiff”) and Defendant ALFA Mutual Insurance Company (“ALFA”) or (“Defendant”), (collectively, the “Parties”) have reached a settlement in this case. Through an Unopposed Motion for Final Approval of Class Settlement, the Parties seek, among other things, that the Court (1) certify the proposed Class for Settlement purposes; (2) approve the Class Action Settlement Agreement; (3) find that notice to the Settlement Class was fair, adequate, and comported with due process; and (4) enter an order finally approving the Settlement and an order of Final Judgment of Dismissal with Prejudice. For the reasons stated below, the Motion is granted.

Named Plaintiff, individually and on behalf of the proposed Settlement Class, and ALFA, as defined in the Agreement, have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement; and

The Parties have made an application for approval of the Settlement of this Action, as set forth in the Agreement; and

On \_\_\_, 2026, the matter of the Court’s final approval of the Agreement submitted on \_\_\_, 2026 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of the Named Plaintiff and the Settlement Class was Alex R.

Couch, Edmund A. Normand, Christopher M. Hudon, and R. Brent Irby (“Class Counsel”).  
Appearing on behalf of Defendant is Tom Butler of Maynard Nexsen.

WHEREAS, Named Plaintiff, on behalf of herself and the proposed Settlement Class, and ALFA, have executed and filed the Agreement with the Court on \_\_, 2026; and

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

WHEREAS, the Court, on \_\_\_\_\_, 2026, entered the Order on Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement, approving notice plan, and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Plaintiff Demetria Walker was approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on \_\_\_\_\_, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

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

WHEREAS, a Final Approval Hearing was held on \_\_\_\_\_ 2026, at which all interested persons were given an opportunity to be heard; and

The Court, having read and considered the Agreement and the Exhibits thereto, and having read and considered all other papers filed and proceedings had herein, and being otherwise fully informed, and with good cause appearing,

**IT IS HEREBY ORDERED:**

1. This Order incorporates by reference and utilizes the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action.

3. The Complaint filed in this Action alleges generally that ALFA improperly failed to pay Purchasing Fees when adjusting total loss claims in Alabama.

4. The Court approves the Agreement, and finds the Agreement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by ALFA or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by ALFA. The settlement of this matter by ALFA, including, but not limited to, the terms and provisions of the Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against ALFA or any of the Released Persons.

5. The Court appoints Named Plaintiff Demetria Walker as Class Representative, and Normand PLLC and Irby Law, LLC, as Class Counsel.

6. The Court finds the Class Notice constituted the best notice practicable under the circumstances, by providing individual notice and email notice on two occasions to all Class Members who were identified through reasonable effort and constituted valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of Ala. R. Civ. P. Rules 23(c)(2) and 23(e) and due process.

7. The Court reaffirms and reappoints XXX Administration, LLC as the Claims Administrator.

8. Consistent with the Agreement, the Court certifies for purposes of Settlement the following Settlement Class:

Insureds under an Automobile Insurance Policy: (1) who submitted a covered first-party physical damage claim during the Class Period, (2) whose claim was adjusted as a total loss; and (3) whose Total Loss Settlement from ALFA did not include any and all Purchasing Fees (the "Settlement Class Members"). Excluded from the Settlement Class are (1) ALFA, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of ALFA, the Claims Administrator, the Mediator, Class

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

9. For purposes of Settlement, the threshold requirements and Ala. R. Civ. P. Rule 23(a)-(b) requirements for class certification are met. Plaintiff possesses Article III standing and the proposed Settlement Class is adequately defined and clearly ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, and it is not overbroad.

10. For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class, Plaintiff's claim is typical of the Settlement Class, and both Plaintiff and Class Counsel are adequate representatives of the Settlement Class.<sup>1</sup> *See generally Cleven v. Mid-Am. Apartment Communities, Inc.*, 20 F.4th 171, 175 (5th Cir. 2021) *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (to certify a class, Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy must be satisfied).

11. For purposes of settlement, questions common to the class predominate over any individual questions, and class treatment is superior to alternative forms of adjudication. *See* Ala. R. Civ. Pro. Rule 23(b)(3).

12. The Named Plaintiff and ALFA have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with ALFA on behalf of the Named Plaintiff and the Settlement Class Members, subject to approval by the Court

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<sup>1</sup> Because Rule 23 of the Alabama Rules of Civil Procedure substantially mirrors Rule 23 of the Federal Rules of Civil Procedure, federal authority is deemed persuasive when applying Alabama's procedural rules in the context of class action litigation. *See e.g., Ex Parte American Bankers Life Assur. Co.*, 715 So. 2d 186 (Ala. 1997); *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995); *First Baptist Church of Citronelle v. Citronelle-Mobile Gathering, Inc.*, 409 So. 2d 727, 729 (Ala. 1981).

of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

13. In accordance with the terms of the Agreement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. ALFA's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

14. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class. The Named Plaintiff and ALFA have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on \_\_\_\_\_ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

15. Strong policy considerations favor settlement of disputes, including class actions. *See, e.g., Smith v. Crystian*, 91 Fed. App'x 952, 955 (5th Cir. 2004). The Court finds that both procedural and threshold requirements set forth in Ala. R. Civ P. 23(e)(2) are satisfied. First, given the extensive discovery and expert analysis and data review that occurred prior to settlement discussions, Plaintiff and Class Counsel possessed sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims.

16. Second, the negotiations were clearly conducted at arm's length. *See generally In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 486 (E.D. La. 2020) (noting presumption in favor of settlement was warranted where, among other things, it was "the product of arms-length negotiations between sophisticated parties").

17. The claim-processing method is straightforward, requiring merely attesting to a pre-filled, postage-prepaid Claim Form. As such, Rule 23(c)(2) weighs in favor of approval.

18. Additionally, the Parties did not discuss attorneys' fees until after agreement was reached concerning the substantive terms of the Agreement and ALFA agreed to separately pay attorneys' fees and costs—meaning Class Members' recoveries will not be impacted or reduced in any way—which counsels in favor of approval.

19. In addition, there were \_\_\_\_\_ objections and \_\_\_\_\_ opt outs, which is strong evidence in support of the fairness and reasonableness of the Settlement terms.

20. As such, the Court **GRANTS FINAL APPROVAL OF** the Settlement, and the Parties are hereby directed to consummate the Settlement in accordance with its terms.

21. The class claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and the Named Plaintiff and all members of the Settlement Class, the Releasing Parties, and any of their respective heirs, executors, administrators, partners, agents, and the successors and assigns of each of them, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Person.

22. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Released Parties may have against all the Released Persons.

23. The Court has also considered the application for attorneys' fees and costs and for a service award to the Named Plaintiff.

24. Courts in this state consider the following factors in analyzing the reasonableness of a requested fee amount: (1) the nature and value of the subject matter of the employment; (2) the learning, skill, and labor requisite to its proper discharge; (3) the time consumed; (4) the professional experience and reputation of the attorney; (5) the weight of his responsibilities; (6) the measure of success achieved; (7) the reasonable expenses incurred; (8) whether a fee is fixed or contingent; (9) the nature and length of a professional relationship; (10) the fee customarily charged in the locality for similar legal services; (11) the likelihood that a particular employment may preclude other employment; and (12) the time limitations imposed by the client or by the circumstances.” *Madison Cty. Dep't of Human. Res. v. T.S.*, 53 So. 3d 38, 54 (Ala. 2010), *Van Schaack v. AmSouth Bank, N.A.*, 530 So. 2d 740, 749 (Ala. 1988).

25. The Court finds that the requests for attorneys’ fees and costs, and the service award, are consistent with the application of these factors.

26. The totality of these factors supports the requested fee and cost award of \$450,000.00, and a service award of \$10,000.00 to the Class Representative. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Attorneys’ Fees and Costs and a Service Award.

As such, it is hereby **ORDERED** and **ADJUDGED**:

27. The benefits of the Settlement are fair, reasonable, and adequate. Further, for purposes of settlement, the Settlement Class meets the requirements of Ala. R. Civ. P. 23(a) and (b)(3), and the Court therefore certifies the Settlement Class as defined in the Agreement. Finally, the requested attorneys’ fees, costs, and service award are reasonable.

28. All Releasing Parties are hereby barred and enjoined from asserting any Released Claims against ALFA at any time. ALFA and the Released Parties are released from the Released Claims. This Court reserves continuing and exclusive jurisdiction over the Parties to this Agreement, including ALFA and Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

29. This Final Order and Judgment is a final and appealable order. Specifically, this Final Judgment is a final order in the Action within the meaning and for the purposes of the Alabama Rules of Civil Procedure as to all claims among ALFA on the one hand, and the Plaintiff and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

30. The Clerk of this Court is directed to enter a Final Judgment of Dismissal and close this case.

31. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

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

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

# **EXHIBIT F**

**EXHIBIT F**

<b>Action</b>	<b>Deadline</b>
Entry of the Preliminary Approval Order	[Add]
ALFA provides class list to Claims Administrator	Within twenty-one (21) <b>days</b> after entry of the Preliminary Approval Order
Deadline for Claims Administrator to initiate mailing of Postcard Notice, which will be in the form set forth in Exhibit B.	Within forty (40) <b>days</b> of the entry of the Preliminary Approval Order
Deadline for Claims Administrator to send out additional notice	Date suggested by the Claims Administrator
Deadline for Class Members to opt-out of the Agreement	Thirty (30) <b>days</b> prior to the Final Approval Hearing
Deadline to file Unopposed Motion for Fees and Costs	Twenty-eight (28) <b>days</b> prior to Final Approval Hearing
Deadline to file Unopposed Motion for Final Approval	Twenty-eight (28) <b>days</b> prior to Final Approval Hearing
Deadline for Class Members to object to Agreement	Twenty-one (21) <b>days</b> prior to Final Approval Hearing
Deadline for Parties to file any response to any objection	Seven (7) <b>days</b> before Final Approval Hearing
Final Approval Hearing Date	To be determined
Effective Date	Thirty (30) <b>days</b> after the Final Approval Order
ALFA to pay Class Counsel's Fees and Costs and Class Representative Award	Five (5) <b>days</b> after the Effective Date
Deadline for Class Members to file claims ("Claims Deadline")	Fourteen (14) <b>days</b> after Final Approval Order
Deadline for Payments to Class Members by ALFA	Ninety (90) <b>days</b> after the Effective Date

# **EXHIBIT 2**

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA**

DEMETRIA WALKER, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

ALFA MUTUAL INSURANCE  
COMPANY,

Defendant.

Case No. 69-CV-2024-900015.00

**DECLARATION OF ALEX R. COUCH**

1. My name is Alex R. Couch. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge.

2. I am a managing attorney at Normand PLLC and I am one of counsel of record representing Plaintiff in the above-styled lawsuit.

3. This is an Alabama class action lawsuit by Plaintiff Demetria Walker, individually, and on behalf of a putative class (the “Class”), who were insureds under an ALFA Mutual Insurance Company (“ALFA”) automobile policy issued for private passenger auto physical damage, pursuant to which Defendant was required to pay the cost to repair or replace an insured vehicle up to the “Actual Cash Value” (“ACV”) of the vehicle. *Compl.* ¶¶ 2-50. Plaintiff alleges ALFA underpaid its Alabama insureds on auto insurance claims by excluding certain fees, such as title, license, and tag fees (“Purchasing Fees”) from the actual cash value payment it makes when a damaged vehicle is a total loss. *Id.* ¶¶ 19-21. Plaintiff alleges that ALFA refused to pay these fees in connection with total loss valuations and payments in the State of Alabama. *Id.* ¶¶ 7, 20, and 25. ALFA denies all claims asserted in the Lawsuit and denies all wrongdoing and liability of any kind.

4. The procedural background recounted in the Motion for Preliminary Approval is true and correct.

5. A Settlement (the “Settlement”) has been reached and memorialized in a Class Action Settlement Agreement (the “Agreement”).<sup>1</sup> The Agreement was reached pursuant to arms-length negotiations with the involvement of Judge Jim Hughey (Ret.) at Schreiber ADR, a well-respected and experienced lawyer and mediator. The full day supervised in-person mediation on August 26, 2025, resulted in a settlement that was derived without collusion. There was no negotiation of any attorney’s fees or service award until all the material terms for the putative class were fully resolved. The negotiation process was rigorous and highly contested by sophisticated counsel. All settlement terms and all payments are as reflected in the Agreement.

6. The Agreement provides that ALFA shall pay the Settlement Class Members a negotiated amount of \$24.00, in satisfaction of applicable Purchasing Fees, to each Settlement Class Member who submits a valid Claim Form by the Submission Deadline. Agreement at ¶¶ 74-75.

7. Plaintiff alleges that approximately 55,000 Insureds that submitted first party vehicle total loss claims during the Settlement Class period were allegedly not paid the applicable Purchasing Fees Plaintiff claims were owed under the ALFA automobile policy.

8. For the purposes of Settlement, ALFA agrees to pay “the required Purchasing Fees as part of the actual cash value payments for covered first party total losses,” without requiring the policyholder to provide proof that the policyholder purchased a replacement vehicle and without regard to whether the vehicle was owned, or leased. In return, Settlement Class Members agree to

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<sup>1</sup> Capitalized terms used herein have the same meaning as those used in the Agreement.

release claims arising from or relating in any way to ALFA's alleged failure to pay the full actual cash value, including Purchasing Fees, owed to Plaintiff and all Settlement Class Members with respect to a total loss vehicle during the Class Period under an ALFA automobile policy. *Agreement* at ¶¶ 31, 44, 82, and 102-103.

9. The Settlement also includes significant non-monetary relief. ALFA agrees to continue paying the required Purchasing Fees, including the Registration Fee, as part of the actual cash value payments for covered first party total losses. Notwithstanding the foregoing, ALFA reserves the right to change its practices in the event of a change in applicable law, or as warranted by any changes in the terms of the applicable insurance policies.

10. The Settlement Administrator chosen by ALFA is A.B. Data, Ltd. ("A.B. Data") a leading notice administration firm, and will be supervised jointly by counsel of record and ALFA.

11. This was a contested lawsuit wherein Plaintiff sought to obtain allegedly full Purchasing Fees under an unsettled legal theory in this state. ALFA adamantly denies the allegations of this Lawsuit, maintains that it fully complied with the terms and provisions of its auto insurance policies and the law, and expressly denies all wrongdoing and liability of any kind. The parties agreed to a Settlement of the Lawsuit to avoid the further burdens, expenses, risks, and inconveniences of litigation and have amicably entered into an Agreement that fully and finally resolves the parties' dispute.

12. The proposed Agreement provides that Class Counsel may apply for, and ALFA will not oppose an award of fees and costs not to exceed \$450,000.00, and a Service Award of \$10,000.00. *Agreement* at ¶ 87.

13. Class Counsel devoted substantial time on numerous issues, including (i) pre-suit investigation; (ii) reviewing and analyzing policies and state laws and regulations; (iii) drafting the

Complaint; (iv) briefing various motions; (v) propounding written discovery, (vi) reviewing production documents, and (vii) reviewing claims data produced by ALFA in discovery; and (viii) coordinating and attending mediation. Further, based on past settlements of this nature, it is estimated that Class Counsel will likely incur additional work in the settlement claims process relating to assistance in claim filing and claims disputes and coordination and confirmation of the approved notice plan. Finally, Class Counsel will file and attend appropriate hearings and documents related to the final approval of the settlement.

14. Litigation costs have been forwarded by Class Counsel and are included in the \$450,000.00 proposed fees and costs amount included in the Agreement. *Agreement* at ¶ 83.

15. Notably, Plaintiff and Class Counsel have expended significant costs—including copying costs, discovery costs, soft costs, and so forth, and have expended hundreds of hours of time, including reviewing voluminous data in the extensive spreadsheet data, reviewing voluminous documents, and litigating multiple motions. Moreover, this litigation has included numerous complicated and unresolved issues relating to the merits and Plaintiff's interpretation of the ALFA automobile policy.

16. There is no conflict of interest between the named Plaintiff and the members of the Settlement Class. To the contrary, the Class Representative has been committed to representing the Settlement Class Members by ensuring that their interests are protected to the best of her ability, and she does not possess any interest in conflict with the Settlement Class.

17. Plaintiff has been an active participant throughout this litigation, including by: (a) gathering and providing documents to counsel to be produced to ALFA, (b) engaging in the pre-suit investigation process by submitting documents and policies to Class Counsel to review, speaking in person and/or over phone or email to discuss various questions counsel had, (c)

conferring with Class Counsel throughout the litigation, and (d) seeking to understand what “class actions” are and what it means to be a fiduciary and a class representative. Plaintiff is further committed to representing the Settlement Class and ensuring their interests are protected to the best of her ability. Plaintiff was insured under a ALFA automobile policy and claims to have suffered damages due to ALFA’s failure to pay Purchasing Fees allegedly owed in connection with her vehicle’s total loss claim.

18. In entering into the Agreement, Plaintiff manifested her belief that the Agreement reached is beneficial to the Settlement Class.

19. Plaintiff and Class Counsel have adequately protected the interests of the Settlement Class.

20. Moreover, Class Counsel is experienced in litigating class actions and complex litigation, including successfully litigating a class action with similar issues. For example, Plaintiff’s counsel in this case have been appointed class counsel in *Roth v. GEICO*, Case No. 16-cv62942-WPD (S.D. Fla., filed 2016), *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.); *Sos v. ALFA Mutual Insurance Company*, Case No. 6:17-cv-890-orl-18KRS (M.D. Fla., filed 2017), and *Jones v. Geico*, Case No.: 6:17-cv-891-Orl-40KRS (M.D. Fla., filed 2017) (Byron, J.). Plaintiff’s counsel were also named as class counsel in two similar cases as that at issue here, one in the Southern District of Texas (*Angell v. Geico Advantage Ins. Co.*, No. 4:20-CV-0799 2021 U.S. Dist. LEXIS 2287343 (S.D. Tex. Nov. 30, 2021)), and the other in the Eastern District of Ohio (*Davis v. GEICO Casualty Co.*, Case No. 2:19-cv-2477, 2021 U.S. Dist. LEXIS 237288 (E.D. Ohio, Dec. 13, 2021)).

21. The average Purchasing Fees allegedly owed to each Settlement Class Member are a relatively small amount when compared to the cost of litigating a breach of contract case against ALFA.

22. Class Counsel gained sufficient information about the strengths and weaknesses of the Plaintiff's case to make a reasoned judgment about the desirability of settling the cases on the terms set forth in the Agreement. This included propounding substantial written discovery, reviewing production documents, retaining experts, and preparing expert reports concerning the entitlement to and computation of alleged class damages, and reviewing voluminous claims data produced by ALFA in discovery.

23. Through these efforts, Plaintiff has gained a complete understanding of all issues in this litigation, and strongly supports the Settlement. Also Class Counsel has collectively litigated numerous substantively identical claims in Florida, Indiana, Ohio, California, New Jersey, and Georgia—including six cases in which class certification was granted and five cases that were litigated through summary judgment—and have, through those cases, obtained comprehensive knowledge of common procedures, practices, data systems, and data retention policies, which have significantly assisted us in assessing the pros and cons of the claims and the likelihood of success.

24. Class Counsel are confident in the strengths of their case, but they are also aware of the risks of continued litigation and various defenses available to ALFA, which could result in the dismissal of all claims and a zero-sum outcome for the Settlement Class. This is a complex case with complex issues, and further litigation would be taxing and costly to the Parties and the Court, including the likely need to resolve discovery disputes, summary judgment motions, class certification motions, Daubert motions, trial, and appeals after a verdict. Continued litigation would be impracticable and preliminary approval of the Settlement would save court resources

and prevent repetitive, unnecessary litigation. The Settlement makes immediate relief available to thousands of past, current, and future insureds and is the best vehicle for Settlement Class members to receive the relief they are allegedly entitled to in a prompt and efficient manner.

25. I, along with the rest of Class Counsel, believe that securing the damages in this case to the applicable insureds of certain totaled vehicles is an excellent result for the Settlement Class, particularly given the robust Notice and simple claims process agreed to, paid separately by ALFA, and given the inherent risk of no recovery at all.

I declare under penalty of perjury under the laws of the State of Alabama and the United States of America that the foregoing is true and correct.

Executed this 10th day of April, 2026, in Key West, Florida.

*/s/ Alex Couch*

**Alex R. Couch, Esq.**

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