AlaFile E-Notice

69-CV-2024-900015.00

Judge: HON. BURT SMITHART

To: R BRENT IRBY
brent@irbylaw.net

NOTICE OF ELECTRONIC FILING

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 6/22/2026 6:34:52 PM

C001 WALKER DEMETRIA

PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[Filer: IRBY ROBERT BRENT]

Notice Date: 6/22/2026 6:34:52 PM

PAIGE SMITH
CIRCUIT COURT CLERK
BARBOUR COUNTY, ALABAMA
405 EAST BARBOUR STREET
SUITE 3, ROOM 119
EUFAULA, AL, 36027

334-687-1515
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STATE OF ALABAMA **Revised 3/5/08**

Unified Judicial System

69-BARBOUR ☐ **District Court** ☑ **Circuit Court**

Cas

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.

R BRENT IRBY
2201 Arlington Avenue South
Birmingham, AL 35216

Attorney Bar No.: IRB006

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

- ☐ Default Judgment ($50.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e.Summary Judgment, Judgment on the Pleadings, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion 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)

*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

Motions Not Requiring Fee

- ☐ 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
- ☑ Other PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

pursuant to Rule NA (Subject to Filing Fee)

Check here if you have filed or are filing contemoraneously 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: 6/22/2026 6:33:16 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.

ELECTRONICALLY FILED
6/22/2026 6:34 PM
69-CV-2024-900015.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

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

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

Plaintiff,

v. **CASE NO.: 69-CV-2024-900015.00**

ALFA MUTUAL INSURANCE
COMPANY,

Defendant.

_________________________________/

PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, EXPENSES AND SERVICE AWARD

Plaintiff, Demetria Walker, ("Plaintiff"), on behalf of herself and all others similarly situated, respectfully submits this Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement, (the "Motion for Final Approval"). If approved, the Settlement will resolve the claims of Plaintiff and the Settlement Class in favor of the insureds on whose behalf suit was brought and bring this complex litigation to a conclusion. The Settlement achieves a substantial recovery for the Settlement Class and is supported by the accompanying Declaration of Alex R. Couch ("Couch Decl."), Declaration of R. Brent Irby, ("Irby Decl."), the Declaration of Marie A. Christie of A.B. Data, Ltd. ("A.B. Data Decl."), and all other submissions made herewith or prior pleadings incorporated herein by reference.

INTRODUCTION

This Court previously entered an Order preliminarily approving the Settlement, Attorneys' Fees, Expenses, and Service Award between Plaintiff, on behalf of herself and all others similarly situated, and Alfa Mutual Insurance Company, ("Alfa" or "Defendant"), and conditionally certifying the Settlement Class, (the "Preliminary Approval Order"). *See* Doc 68. Through the Preliminary Approval Order, this Court directed that Notice be provided to the Settlement Class in accordance with the terms of the Class Action Settlement Agreement and Release ("Settlement Agreement") and the Preliminary Approval Order and scheduled a Final Approval Hearing.

Nothing has changed since the Preliminary Approval Order that would warrant a different result. To the contrary, Notice has been provided to the Settlement Class and the response has been overwhelmingly positive thus far. None of the Settlement Class Members have requested exclusion, and *only two (2) Settlement Class Members objected.* A.B. Data Decl. at ¶¶10-12. Plaintiff now moves for final approval of the Settlement so that the substantial relief to the Settlement Class can be delivered without delay. As set forth below, the Settlement satisfies all requirements for final approval under Alabama law.

Furthermore, after more than two years of contested litigation, Plaintiff and Class Counsel were able to produce a fair and reasonable settlement for the benefit of the Settlement Class. This Settlement provides a substantial monetary benefit to class members and constitutes a successful resolution to a complex and difficult case. As demonstrated herein, Class Counsel's request for an award of attorneys' fees, expenses and class representative service award is fair and reasonable in light of the benefit created by the settlement.

II. BACKGROUND

A. Plaintiff's Total Loss Claim and Alfa's Alleged Breach

As set forth in greater detail in Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Certification of Settlement Class, filed on April 10, 2026, this is a class action lawsuit on behalf of approximately 55,000 Alabama insureds that Alfa allegedly underpaid "Purchasing Fees" — including sales taxes, state, county, and city license fees, tag fees, and /or school fees — as part of the Actual Cash Value paid on first-party total-loss auto physical damage claims. *Preliminary Approval Order* at §I.A; *see also Compl.* ¶¶ *14-48*. 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. *Id.* at ¶¶ *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.* at ¶ 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." *Id.* at ¶¶ *5, 24*. Plaintiff alleges she and each Settlement Class Member were underpaid the ACV replacement costs, including Purchasing Fees owed under the Policy on their first-party total loss claims. *Id. at* ¶ *26*. Alfa denies any and all wrongdoing, fault, or liability whatsoever.

B. Settlement Class Member Claims

The data exchanged between the Parties revealed that there are 60,113 Settlement Class Members. A.B. Data Decl. at ¶¶10-12. A.B. Data is already processing Claim Forms received through the mail and electronically through the Settlement Website. *See generally* A.B. Data Decl. As of the date of this filing, only two (2) Settlement Class Member has requested exclusion (opted out) of the Settlement, and no objections to the Settlement have been filed. The low opt-out and objection rates confirm the Settlement Class's overwhelmingly favorable reaction to the Settlement. *Id.* A.B. Data is still in the process of reviewing and validating Claim Forms, and additional timely Claim Forms may still be received before the Claims Deadline. The undersigned will obtain updated Claim information prior to the hearing on Final Approval and provide the updated Claims' data to the Court.

C. Procedural Background

On March 13, 2024, Plaintiff filed her class action Complaint in the Circuit Court of Barbour County, Alabama, alleging that Alfa underpaid Fees to its Alabama insureds on first-party auto insurance total loss claims. *See generally* Compl. The Parties engaged in significant factual investigation, exchange of information, and arm's-length settlement negotiations. Couch Decl. at ¶¶ 7-13; Irby Decl. at ¶¶7-13. On August 26, 2025, the parties participated in formal in-person mediation with Judge Jim Hughey (Ret.) at Schreiber ADR. Couch Decl. at ¶¶10-13; Irby Decl. at ¶¶10-13. At mediation, the parties came to an agreement on the essential terms for a class action settlement. Couch Decl. at ¶¶10; Irby Decl. at ¶¶10. The Parties' settlement negotiations were rigorous and informed by a fulsome analysis of the risks and benefits associated with continued litigation versus settlement. Couch Decl. at ¶10; Irby Decl. at ¶10. The Parties exchanged numerous drafts of the Settlement Agreement and engaged in thorough deliberations concerning each aspect of the Settlement, including the form and content of Notices, Claim Forms, and proposed approval orders, before executing the Settlement Agreement. Couch Decl. at ¶10-12; Irby Decl. at ¶¶10-12.

On April 10, 2026, Plaintiff filed her Unopposed Motion for Preliminary Approval of Class Settlement, providing the Court with the proposed Settlement Agreement and seeking direction that Notice be provided to the Settlement Class. On April 21, 2026, this Court granted preliminary approval of the Settlement, preliminarily certified the Settlement Class for settlement purposes, appointed Plaintiff Demetria Walker as Class Representative, appointed R. Brent Irby of Irby Law, LLC and Edmund A. Normand, Alex R. Couch, and Christopher M. Hudon of Normand PLLC as Class Counsel, appointed A.B. Data, Ltd. as Claims Administrator, approved the Notice Plan, and scheduled the Final Approval Hearing for July 20, 2026, at 9:30 a.m. (the "Preliminary Approval

Order"). *See generally* Doc. 68, Order Preliminarily Approving Settlement and Directing Notice to the Class, entered April 21, 2026 ("Prelim. Approval Order").

D. The Settlement Provides Substantial Monetary Relief to the Settlement Class

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. Payments will be made to each Settlement Class Member who submits a valid Claim Form by the Submission Deadline. Moreover, Alfa agreed 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.. The Agreement also provides significant future non-monetary relief for insureds. None of those amounts reduces the monetary relief made available to Settlement Class Members. Couch Decl. at ¶ 26; Irby Decl. at ¶26.

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. 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. 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. Couch Decl. at ¶¶ 23-35; Irby Decl. at ¶¶23-35.

E. The Settlement Provides Robust Notice and Easy Claim Submission

The Settlement, and this Court's Order directing that the Notice Plan be effectuated as set forth in the Settlement Agreement, provided robust notice and easy claim submission. A.B. Data is already executing the comprehensive Notice Plan All. *See generally* A.B. Data Decl. A.B. Data sent each Settlement Class Member a Postcard Notice with a detachable Claim Form. A. B. Data Decl. at ¶4. The Postcard Notice directed recipients to a dedicated Settlement Website (ALATotalLoss.com), which was established by A.B. Data and includes information about the Settlement, downloadable copies of key case documents, a link to file a Claim online, and answers to frequently asked questions. *Id.* at ¶ 7. A. B. Data also established and maintains a toll-free Interactive Voice Response telephone line. *Id.* at ¶ 9.

F. The Settlement Provides a Limited and Narrowly Tailored Release

The release in the Settlement Agreement is narrow and tailored to the precise claims brought in this Action. *See generally* Settlement Agreement; *see also* Couch Decl. at ¶17; Irby Decl. at ¶17. Settlement Class Members release claims relating only to the non-payment of "Purchasing Fees," as part of ACV total loss claim payments during the Class Period. *Id.* The Settlement Class has not released any claim for vehicle valuation or any other type of claim underpayment unrelated to Purchasing Fees. *Id.*

G. The Reaction of the Settlement Class Has Been Overwhelmingly Positive

The reaction to the Settlement from the Settlement Class has been overwhelmingly positive. A.B. Data Decl. at ¶¶10-12. The deadline to request exclusion or object to the Settlement was June 20, 2026. Settlement Agreement at ¶ 94. As of the date of this filing, there are no objections and only two Settlement Class Members requested exclusion. A.B. Data Decl. at ¶¶10-12.

H. The Requested Fees, Expenses, and Service Award are Reasonable and Warranted.

The Settlement Agreement provides for reasonable Attorneys' Fees, costs, and Service Award and permits Class Counsel to apply for an award of attorneys' fees and costs and a Service Award to the Class Representative, subject to Court approval. This was a contested lawsuit involving novel legal theories regarding the payment of certain fees as part of ACV. *Settlement Agreement* at ¶¶ *87-88; see also* Couch Decl. at ¶¶ 21, 28, 31, 33; Irby Decl. at 21, 28, 31, 33. Through skillful and focused litigation, Class Counsel achieved a settlement that provides $1,442,712.00 in monetary relief to the Settlement Class. *See* Couch Decl. at ¶¶ 23-35; Irby Decl. at 23-35. Class Counsel respectfully petitions this Honorable Court to award a reasonable attorneys' fee (including costs) of $440,000.00 and a Class Representative Service Award of $10,000.

Importantly, the fee negotiations between Class Counsel and Defendants were conducted at arm's-length and only after all material terms of the Settlement had been agreed upon. *See* Couch Decl. at ¶¶ 10, 13, 25; Irby Decl. at 10, 13, 25. In addition to compensating Class Counsel for work performed up until this date, the requested attorney's fee also includes compensation for all future services to be performed by Class Counsel. Based upon first-hand experience, these services will require a continuing commitment of time, effort and resources.

III. ARGUMENT

A. The Settlement is Fair, Reasonable, and Adequate and Should Be Approved

Alabama follows well-established standards that give effect to the strong policy favoring class action settlements. There is a "strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement," *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984), and settlements of class actions are "highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and preventing lawsuits." *Bennett v. Behring Corp.*, 96 F.R.D. 343 (S.D. Fla. 1982), *aff'd*, 737 F.2d 982 (11th Cir. 1984) (quoting *Miller v. Republic Nat. Life Ins. Co.*, 559 F.2d 426, 428 (5th Cir. 1977)); *see also Donovan v. Estate of Fitzsimmons*, 778 F.2d 298, 307 (7th Cir. 1985) ("there is an overriding public interest in favor of settlement").

Because Alabama Rule of Civil Procedure 23 is substantively identical to Federal Rule of Civil Procedure 23, federal authority is deemed persuasive when applying Alabama's procedural rules in the context of class action litigation. *See, 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).

A class settlement should be approved if it is lawful, fair, reasonable, adequate, and free from collusion. *See, e.g., Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2d Cir. 1995); *In re Paine Webber Ltd. P'ship Litig.*, 171 F.R.D. 104, 124 (S.D.N.Y. 1997). The authority to approve a class settlement is committed to the sound discretion of the trial court. *Bennett*, 737 F.2d at 986. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators. *Officers for Justice v. Civ. Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). Considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). "[T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel." *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977).

The Eleventh Circuit has identified a non-exhaustive list of factors that trial courts may consider in evaluating the fairness of a class settlement: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Bennett*, 737 F.2d at 986. Consideration of these factors in the context of this litigation demonstrates that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

B. The *Bennett* Factors Weigh in Favor of Final Approval

1. Likelihood of Success at Trial

In assessing Plaintiff's likelihood of success at trial for purposes of determining whether the Settlement is fair, adequate, and reasonable, the Court need only make a "limited inquiry into whether the possible rewards of continued litigation with its risks and costs are outweighed by the benefits of the settlement." *Ressler v. Jacobson*, 822 F. Supp. 1551, 1553 (M.D. Fla. 1992); *see also Garst v. Franklin Life Ins. Co.*, No. CV-97-N-0074-S, 1999 U.S. Dist. LEXIS 22666, at *62 (N.D. Ala. June 28, 1999); *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297 (N.D. Ga. 1993) (noting Court's limited but important role in review of combined settlement). While Plaintiff believes her case has merit, she recognizes the risks involved in complex litigation, both in establishing liability and in continuing to maintain class certification through trial. These risks include, among other things, demonstrating that Alfa breached the Policies by failing to include certain Purchasing Fees as part of ACV under Alabama law, defending against Alfa's liability and damages defenses, and the difficulties and challenges involved in trying a class action through verdict and appeal. *See* Couch Decl. at ¶¶ 21-22; Irby Decl. at ¶¶21-22.

Alfa is represented by highly experienced and competent counsel, who would no doubt continue to mount a zealous and thorough defense to Plaintiff's claims for relief. Under the Settlement, by contrast, Alfa has agreed to provide the monetary relief described above to all Settlement Class Members who submit timely and valid Claim Forms, and to pay the required Purchasing Fees as part of the actual cash value payments for covered first party total losses as of the next business day following the signing of the Agreement. The Settlement replaces the risks of establishing liability and damages with the immediacy and certainty of a substantial recovery. *See Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975).

2. Range of Possible Recovery and the Point at Which the Settlement is Fair

In determining whether the amount of the Settlement is reasonable, "the court is not confined to the mechanistic process of comparing the settlement to the estimated recovery times a multiplier derived from the likelihood of prevailing on the merits." *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 217 (5th Cir. 1981). Rather, the Court must recognize that, "[i]n any case, there is a range of reasonableness with respect to a settlement—a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion." *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972). "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is inadequate." *In re TBK Partners, Ltd. v. W. Union Corp.*, 675 F.2d 456, 463–64 (2d Cir. 1982).

Here, Settlement Class Members who submit timely and valid Claim Forms will be paid in accordance with the Settlement Agreement's negotiated amount, providing them with a meaningful and substantial recovery of the Fees they allege were underpaid. *See* Couch Decl. at ¶¶ 14, 16; Irby Decl. at 14, 16.

3. The Complexity, Expense, and Duration of the Litigation

Courts have consistently viewed the expense and possible duration of litigation as factors appropriately considered in evaluating the reasonableness of a settlement. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1992). Continued litigation of all issues by Alfa, which is represented by highly capable counsel, would prolong any recovery to Settlement Class Members. Even if Plaintiff were successful in the continued prosecution of this case through trial, appeals taken by Alfa would entail enormous additional effort and expense with no promise of a greater recovery.

The Settlement assures substantial benefits to the Settlement Class without further delay, expense, and risks that would be unavoidable in continued litigation. This factor supports approval of the Settlement. *See, e.g., Garst*, 1999 U.S. Dist. LEXIS 22666, at *69.

4. Stage of the Proceedings at Which the Settlement Was Achieved

In assessing this factor, the relevant inquiry is whether the parties have obtained sufficient information or discovery to assess the strengths and weaknesses of the claims and defenses to be asserted in the action. *Garst*, 1999 U.S. Dist. LEXIS 22666, at *70. Comprehensive discovery is not required; only some reasonable amount of discovery is necessary. *Id.* Here, the Parties exchanged substantial information and data, including the Class List of 55,000 Settlement Class Members along with names, addresses, telephone numbers, dates of loss, Alfa Claim Numbers, Alfa Policy Numbers, and loss amounts, which allowed Class Counsel to gain a thorough understanding of the strengths and weaknesses of this case. *See* Couch Decl. at ¶¶ 8-11, 16; Irby Decl. at 8-11, 16. The absence of formal discovery is not an obstacle to settlement approval so long as the parties and the Court have adequate information to evaluate the relative position of the parties. *Newby v. Enron Corp.*, 394 F.3d 296, 306 (5th Cir. 2004) (citing *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 211 (5th Cir. Apr. 1981)). This factor favors approval of the Settlement.

5. The Absence of Collusion Among the Parties

This Settlement is the product of extensive arm's-length negotiations by experienced counsel, after substantial factual investigation, legal analysis, and informal discovery. *See* Couch Decl. at ¶¶ 10-22; Irby Decl. at 10-22. Class Counsel, who collectively have vast experience in complex class action work and in litigating fees-based total loss actions on behalf of consumer policyholders, negotiated the Settlement with a view toward resolving the issues in dispute on the most favorable terms for the Settlement Class. *See* Couch Decl. at ¶¶ 4-6; Irby Decl. at 4-6. The opinion of competent and experienced counsel as to the reasonableness of the Settlement is an important consideration. *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 312 (N.D. Ga. 1993). When a proposed settlement is the result of arm's-length negotiations by capable counsel, the settlement is presumed to be fair and reasonable. *See* Newberg on Class Actions § 11.41 (3d ed. 1992). All negotiations regarding attorneys' fees and expenses occurred only after the material terms of the Settlement—including the relief to the Settlement Class—had been agreed upon. *See* Couch Decl. at ¶¶ 13, 25, 29; Irby Decl. at 13, 25, 29.

6. Substance and Amount of Opposition to the Settlement

It is well-settled that "the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy." *Sala v. Nat'l R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989). A favorable reception by the Class constitutes "strong evidence" of the fairness of the settlement and supports judicial approval. *In re Paine Webber Ltd. P'ships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997). Here, the reaction of the Settlement Class has been overwhelmingly favorable. As of this filing, no Class Members have objected and only two (2) have requested exclusion. A.B. Decl. at 10-12. *See Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1313–14 (3d Cir. 1993) (small number of objectors favors a settlement); *Maher v. Zapata Corp.*, 714 F.2d 436, 456 (5th Cir. 1983); *In re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 180 (5th Cir. 1979).

C. The Notice Program Satisfies Due Process and Rule 23

The threshold requirement concerning class notice is that the means employed to distribute the notices be "reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Ala. R. Civ. P. 23(c)(2) further directs that notice may be given "United States mail, electronic means, or other appropriate means." However, "[d]ue process does not require that every class member receive notice." *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 968 (N.D. Ill. 2011).

Here, A.B. Data implemented a multi-method notice program that exceeded the requirements of due process. In accordance with the Preliminary Approval Order, A.B. Data first created an informational website that included the Settlement Agreement, Postcard Notice, Long Form Notice, Claim Form, Preliminary Approval Order, as well as a frequently asked questions prior to the mailing the Class Notices. A.B. Data Decl. at 4-9. The website also provides an online method for potential Settlement Class Members to file claims. *Id.* at 7. A.B. Data also established and maintains a toll-free VRU telephone system with recorded answers to frequently asked questions and an option permitting potential Settlement Class Members to record a message to be returned by the Claims Administrator. *Id.* at 9.

On June 3, 2026, A.B. Data began mailing the Postcard Notices to each of the 60,113 addresses on file for Settlement Class Members. *Id.* at 4. A.B. Data is performing skip traces for the addresses returned as undeliverable. *Id.* at 6. A.B. Data is also monitoring the website submissions and phone line. *Id.* at 7-9. The Notice provided to the Settlement Class unquestionably satisfies all due process requirements and was fair, reasonable, and adequate.

D. The Settlement Class Should Be Finally Certified for Settlement Purposes

As shown in Plaintiff's Motion for Preliminary Approval, and as this Court already preliminarily found, each requirement of Alabama Rule of Civil Procedure 23(a) and 23(b)(3) is met for purposes of Settlement. Nothing has changed since preliminary approval that would alter this analysis. Plaintiff respectfully incorporates by reference the analysis set forth in her Motion for Preliminary Approval, filed April 10, 2026. Doc 60.

1. Numerosity

Rule 23(a)(1) requires that the class be so numerous that joinder of all class members is "impracticable." With 60,113 Settlement Class Members (A.B. Data Decl. ¶ 4), numerosity is easily met. *See, Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001) (numerosity requirement generally satisfied if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40).

2. Commonality

Commonality is satisfied because whether Alfa breached the form Policies by failing to include Purchasing Fees in ACV is a common question of law and fact, the resolution of which would apply uniformly to all Settlement Class Members. *See In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 527–28 (3d Cir. 2004) ("Rule 23(a)(2)'s commonality element requires that the proposed class members share at least one question of fact or law in common with each other."); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). "Even a single common question will do." *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 486 (3d Cir. 2015).

3. Typicality

Typicality is readily established here for settlement purposes. Alfa's alleged practices are uniform, and Plaintiff's claims are based on the same legal theory as those of the other Settlement Class Members—that materially identical insurance contracts with Alfa were breached because ACV includes Fees. *See Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183–84 (3d Cir. 2001); *James v. City of Dallas*, 254 F.3d 551, 571 (5th Cir. 2001).

4. Adequacy

The adequacy requirement has two components: (a) the named plaintiff's interests must be sufficiently aligned with the interests of the class, and (b) plaintiff's counsel must be qualified to represent the class. *See In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 800 (3d Cir. 1995). There is no suggestion that any conflict of interest exists between Plaintiff and the Settlement Class. Plaintiff actively assisted in the prosecution of this Action by communicating with Class Counsel, providing documents and information, and remaining engaged and available throughout the litigation and settlement process. *See* Couch Decl. at ¶¶ 31, 34; Irby Decl. at 31, 34. Further, Class Counsel is experienced in litigating class actions and complex litigation, including originating the theory and successfully litigating class actions asserting the same claims as presented here. *See* Couch Decl. at ¶¶ 4-6, 23-35; Irby Decl. at 4-6, 23-35.

5. Predominance and Superiority

All Settlement Class Members allege they have been injured by the same wrongful course of conduct—Alfa's alleged breach of materially identical form contracts by failing to include Fees in ACV. Common issues predominate when the focus is on the defendant's conduct and not on the conduct of the individual class members. *In re Mercedes-Benz Antitrust Litig.*, 213 F.R.D. 180, 187 (D.N.J. 2003). Courts routinely find common issues predominate in cases involving interpretation of uniform insurance policies. *See, e.g., Mitchell v. State Farm Fire & Cas. Co.*, 954 F.3d 700, 710 (5th Cir. 2020); *Stuart v. State Farm Fire & Cas. Co.*, 910 F.3d 371, 375 (8th Cir. 2018); *Hicks v. State Farm Fire & Cas. Co.*, 965 F.3d 452, 459–60 (6th Cir. 2020). The predominating issue in this litigation—whether Alfa's policies include coverage for Purchasing Fees as components of ACV—depends on form policy language and Alabama law, equally applicable to all Settlement Class Members.

Class treatment is also superior to other available methods for the fair and efficient adjudication of this controversy. "The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights." *Amchem Prods. v. Windsor*, 521 U.S. 591, 617 (1997). Because the amount at stake for any plaintiff individually would not make an individual lawsuit economical (so called negative value suits), certifying this action as a class action for settlement purposes will allow final resolution of the claims of many Settlement Class Members through an efficient mechanism.

E. The Requested Service Award to the Class Representative is Reasonable

Class Counsel respectfully requests, on behalf of Plaintiff Demetria Walker, a Service Award to compensate her for her efforts on behalf of the Settlement Class. *See* Couch Decl. at ¶¶ 34; Irby Decl. at 34. 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 Plaintiff spent participating in the case and prosecuting the claims for the benefit of the Settlement Class. *Id.* Courts have routinely approved service awards in this amount or greater. *See, e.g., Bogosian v. Gulf Oil Corp.*, 621 F. Supp. 27 (E.D. Pa. 1985) (service awards of $20,000 to each of two plaintiffs).

F. The Requested Award of Attorneys' Fees and Costs is Reasonable and Should be Approved.

This fee request was the product of arm's-length negotiations conducted only after all material terms of the Settlement were agreed upon. *See* Couch Decl. at ¶ 25; Irby Decl. at 25. As detailed herein and in the supporting papers, the fee request is reasonable considering the substantial benefits conferred upon the Settlement Class, the time and effort expended by Class Counsel, the complexity of the litigation, and the contingent nature of the representation. *See* Couch Decl. at ¶¶ 23-35; Irby Decl. at 23-35.

Courts regularly approve negotiated fee arrangements as part of class action settlements. Fee agreements between Plaintiffs and defendants in class actions of this nature are encouraged where, as here, the fees are negotiated separately from and after all material terms of the settlement on behalf of the class have been agreed to by the parties. "In cases of this kind, we encourage counsel on both sides to utilize their best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney's fees." *Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714, 720 (5th Cir. 1974); *rev'd on other grounds*; *see also Williams v. MGM-Pathe Communications Co.*, 129 F. 3d 1026, 1027 (9th Cir. 1997) ("parties to a class action properly may negotiate not only the settlement of the action itself, but also the payment of attorneys' fees"). The fee agreement here was negotiated only after all of the substantive provisions of the Settlement were determined. *See* Couch Decl. at ¶25; Irby Decl. at ¶25.

1. Class Counsel's Fee Request is Reasonable, Warranted, and Properly Supported.

Class Counsel's request for fees and reimbursement of expenses is fair and reasonable. In considering an attorneys' fee request, the Eleventh Circuit held that district courts should evaluate the "*Johnson* factors." *Johnson v. Georgia Highway Expr., Inc.*, 488 F.2d 714 (5th Cir.1974). These factors are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability of the case"; (11) the nature and the length of the professional relationship with the client, and (12) awards in similar cases. *Id.* at 772, n. 3. In addition to the *Johnson* factors, the Eleventh Circuit held that "other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees required by counsel, any non monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Id.* at 775.

First, through conclusion, Class Counsel will have expended over four hundred (400) combined attorney and support staff hours in connection with litigating this case. Couch Decl. at ¶30; Irby Decl. at 30. Second, this action was a complex, class action that involved numerous difficult questions and issues related to alleged mandatory minimum purchasing fees, statutory construction and class focused defenses raised by Defendant. Class Counsel respectfully submits that the third and fourth *Johnson* factors are also met. Prosecution of class actions requires a particular skill and experience level that is not required in some other types of cases.

The fifth, sixth and twelfth *Johnson* factors focus on customary fees awarded in similar cases or circumstances. Typical, "non-class" cases are handled on a contingency fee basis. Class Counsel undertook this litigation on a purely contingent basis, thereby bearing the full risk of non-recovery. *Cf. In re Rio Hair*, 1996 WL 780512, at * 18 (recognizing risk entailed in a major investment of attorney time and financial resources over a period of nearly two years). The seventh *Johnson* factor examines the time limitations of the particular litigation. The time limitations and deadlines imposed in this case were similar to time constraints in other complex, class action cases. The eighth factor examines the results obtained by Class Counsel. Class Counsel respectfully submits that this factor supports approval of the requested attorneys' fee. Class Counsel's efforts in this case were successful and resulted in the creation of $1,320,000 in monetary and other valuable benefits for class members, such as Defendant's promise to change its practices and pay all mandatory minimum purchasing fees to total loss insureds moving forward.

Class Counsel will leave a finding of the next *Johnson* factor regarding their experience, reputation and expertise to the Court. Class Counsel submit that they are experienced class action counsel. The Settlement is the fruit of Class Counsel's experience, reputation and ability in these types of cases, which they have prosecuted nationally. Couch Decl. ¶¶ 4-6; Irby Decl. at ¶¶4-6. The tenth and eleventh *Johnson* factors are largely inapplicable to this case. While this litigation was complex and difficult, there is no evidence that it was particularly undesirable.

2. Class Counsel Are Entitled To Be Compensated For Creating A Common Benefit For the Class.

The preferred approach to calculating the amount of attorneys' fees in common benefit cases is to award a percentage of the class benefit. *Camden I Condominium Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991). Attorneys who create a common fund or benefit for a group of persons are entitled to have their fees and costs based on the common benefit achieved. *Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) (stating "in a class action where the plaintiff class prevails and the lawyer's efforts result in a recovery of a fund, by way of settlement or trial, a reasonable attorney fee should be determined as a percentage of the amount agreed upon in settlement or recovered at trial."); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] lawyer who recovers a common fund for the benefit of persons other than . . . his client is entitled to a reasonable attorneys' fee from the fund as a whole. . .").

It was only through the efforts of Class Counsel and Plaintiff that $1,442,712.00 in benefits were obtained for the Class. *Cf. In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at *17 (E.D. Mich. Dec. 20, 1996) ("Absent Petitioners' efforts, there would be no fund[s] whatsoever for distribution to class members."). The negotiated fees *and costs* of $440,000 represent 30.5% of the total amount recovered for the Class Members, the low end of the spectrum of customary fee arrangements. *In re Public Service Co. of New Mexico*, 1992 WL 278452, *7 (S.D. Cal. July 28, 1992) ("If this were a non-representative litigation, the customary fee arrangement would be contingent, on a percentage basis, and in the range of 30% to 40% of the recovery").[1] Class Counsel undertook this litigation on a purely contingent basis, thereby bearing the full risk of non-recovery. *Cf. In re Rio Hair*, 1996 WL 780512, at * 18 (recognizing risk entailed in a major investment of attorney time and financial resources over a period of nearly two years). Additionally, Defendant was represented by experienced and highly skilled Counsel who vigorously defended this action on every front. Couch Decl. ¶¶ 10, 35; Irby Decl. at ¶¶10, 35 .Defense Counsel presented formidable opposition, and Plaintiff rightly anticipated a superior caliber of legal work performed by Defense Counsel Finally, the magnitude and complexity of the class action litigation cannot be overstated. Couch Decl. ¶¶ 22, 27, 33; Irby Decl. at ¶¶22, 27, 33. Therefore, this Court should approve Class Counsel's request for fees and reimbursement of expenses.

G. The Requested Service Award Is Reasonable.

The Class Representative, Demetria Walker, has actively participated in this litigation from inception, gathering and producing documents, conferring with Class Counsel on strategy and settlement, and approving the terms of the Settlement on behalf of the Class. Couch Decl. ¶ 34;

[1] Unlike customary fee arrangements, the fees and costs will not be deducted from the total recovery available to the Class Members. Couch Decl. ¶ 26; Irby Decl. at ¶ 26.

Irby Decl. at ¶ 34. Service awards of this magnitude are routinely approved in similar Alabama class actions in recognition of the risk and effort borne by class representatives. The requested $10,000 Service Award, which is also to be paid separately by Alfa, is consistent with the terms of the Agreement (¶ 88) and will not reduce the relief available to absent Settlement Class Members

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter an Order:

(i) granting final approval of the Settlement as fair, reasonable, and adequate;

(ii) certifying the Settlement Class for settlement purposes only;

(iii) granting final appointment of Plaintiff Demetria Walker as Settlement Class Representative and the law firms of Normand PLLC and Irby Law, LLC as Settlement Class Counsel;

(iv) confirming the appointment A.B. Data, Ltd. as the Claims Administrator;

(v) granting the requested attorneys' fees, costs, and Service Award; and

(vi) entering a Final Order and Judgment dismissing the Action with prejudice in substantially the Form of Exhibit D to the Settlement Agreement.

Dated: June 22, 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 foregoing pleading was filed on June 22, 2026, using the AlaFile system, which will electronically deliver a copy of this pleading to all counsel of record.

/s/ Brent Irby
R. Brent Irby (IRB006)

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

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

Plaintiff,

v. **CASE NO.: 69-CV-2024-900015.00**

ALFA MUTUAL INSURANCE COMPANY,

Defendant.

_________________________________/

DECLARATION OF ALEX R. COUCH IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, EXPENSES AND SERVICE AWARD

I, Alex R. Couch, declare and state as follows:

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 the managing attorney at Normand PLLC and am one of the counsel for Plaintiff Demetria Walker ("Plaintiff") and the Settlement Class in the above-captioned action (the "Action").

3. I submit this Declaration in support of Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Award of Attorneys' Fees, Expenses and Service Award. Unless otherwise stated, I have personal knowledge of the facts stated herein and could competently testify to them if called upon to do so. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Class Action Settlement

Agreement and Release ("Settlement Agreement").

I. EXPERIENCE OF CLASS COUNSEL

4. Normand PLLC is a law firm with substantial experience in litigating complex class actions, particularly in the area of first-party automobile total loss insurance claims and the recovery of fees as components of actual cash value ("ACV") under automobile insurance policies. Normand PLLC originated the legal theory underlying this Action and similar cases nationwide and has served as class counsel in numerous total loss fees class actions, which have resulted in substantial recoveries for insureds in multiple states.

5. I have been appointed lead counsel or co-lead counsel in several class actions and in many nationwide class actions. Cases in which I have served as Class Counsel and in which I played a lead role include:

- *Roth v. GEICO*, Case No. 16-cv-62942-WPD (S.D. Fla.)
- *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.)
- *Jones v. GEICO*, Case No. 6:17-cv-891-Orl-40KRS (M.D. Fla) (Byron, J.)
- *Angell v. GEICO*, No. 4:20-CV-0799, 2021 U.S. Dist. LEXIS 2287343 (S.D. Tex. Nov. 30, 2021) — also reported at 573 F. Supp. 3d 1160
- *Davis v. GEICO Casualty Co.*, Case No. 2:19-cv-2477, 2021 U.S. Dist. LEXIS 237288 (E.D. Ohio, Dec. 13, 2021)
- *Dortch v. State Farm Mut. Auto. Ins. Co*., No. 03-CV-2024-901729.00 (Ala. Cir. Ct. Montgomery Cnty. June 15, 2026).

6. Co-counsel for Plaintiff and the Settlement Class, Irby Law, LLC also has experience in complex class actions and in litigating fees-based total loss actions on behalf of consumer policyholders. Together, Class Counsel have the experience, resources, and capability to prosecute and resolve class actions of this nature effectively, as shown here.

II. PROCEDURAL HISTORY OF THE ACTION

7. Plaintiff filed her class action Complaint in the Circuit Court of Barbour County, Alabama, against Alfa Mutual Insurance Company ("Alfa"). The Complaint alleged that Alfa breached its Alabama auto insurance policies by failing to pay full Purchasing Fees as part of the ACV owed on first-party total loss claims.

8. Plaintiff and Class Counsel investigated the facts and law underlying the claims, including by reviewing Alfa's form auto policy language, Alabama regulatory requirements relating to vehicle title and registration fees, Alfa's claim handling practices, and the data relating to Alfa's alleged underpayment of Fees on Alabama first-party total loss claims. Class Counsel's investigation provided sufficient information to assess the strengths and weaknesses of the claims and defenses.

9. After substantial investigation and analysis, the Parties agreed to engage in settlement negotiations.

III. SETTLEMENT NEGOTIATIONS

10. Settlement negotiations were rigorous, arm's-length, and conducted by experienced counsel on both sides. The Parties exchanged multiple proposals and engaged in formal mediation, as well as extended negotiations over the substantive terms of the Settlement. On August 26, 2025, the parties participated in formal in-person mediation with Judge Jim Hughey (Ret.) at Schreiber ADR. The Parties reached an agreement as to the essential terms but some issues remained unresolved. After mediation adjourned the parties continued to work together to reach a final agreement. In addition to numerous phone calls, the undersigned, along with Class Edmund Normund, Esq., traveled to Alabama to engage in nearly two full days of negotiations and meetings with counsel for Alfa to reach a Settlement Agreement.

11. Before negotiations, through discovery, Class Counsel obtained information and data pertaining to the Settlement Class, including class size, contact information, dates of loss, Alfa claim and policy numbers, and loss amounts. This data revealed more than 55,000 potential settlement class members. This information was sufficient to allow Class Counsel to evaluate the strengths, weaknesses, and risks associated with each Party's position. Class Counsel was fully knowledgeable about each Party's respective strengths, weaknesses, and risks throughout settlement negotiations and utilized this knowledge in protecting and advancing the interests of the Settlement Class at each stage.

12. The Parties exchanged multiple drafts of the Settlement Agreement and engaged in thorough deliberations and negotiations concerning each aspect of the Settlement, including the form and content of the Postcard Notice, Email Notice, Long Form Notice, Claim Form, and proposed approval orders.

13. All negotiations regarding attorneys' fees and expenses occurred only after the material terms of the Settlement—including the relief to the Settlement Class—had been agreed upon. The attorneys' fees were independently negotiated at arm's length and reflect Class Counsel's substantial work, experience, and the contingent risk undertaken to litigate this case to resolution.

IV. THE SETTLEMENT

14. The Settlement delivers meaningful, concrete relief to the Class. Each Class Member who submits a valid and timely claim will receive the applicable Purchasing Fees that Alfa excluded from their total-loss actual cash value payment—including sales taxes, state, county, and city license fees, tag fees, and school fees. In addition to monetary relief, the Settlement secures prospective relief requiring Alfa to include all applicable Purchasing Fees in total-loss

ACV payments to Alabama policyholders going forward, directly addressing the practice that gave rise to this litigation and ensuring future compliance.

15. The Settlement Agreement also provides for direct Class Notice, an easy claims process, a Settlement Website, a toll-free informational telephone line, and a process for Settlement Class Members to opt out of, or object to, the Settlement. *See generally* Settlement Agreement ¶¶ 49-63.

16. The data initially exchanged between the Parties revealed that there were 55,000 Settlement Class Members. The current data provided by Alfa revealed that there are 60,113 Settlement Class Members, making the total value of Settlement benefits available to the Class approximately $1,442,712.00.

17. The release in the Settlement Agreement is narrowly tailored to the precise claims brought in this Action. Settlement Class Members release claims relating only to the non-payment of Purchasing Fees as part of their total loss claims. They do not release any claim for vehicle valuation or any other type of underpayment unrelated to Fees.

V. CLASS COUNSEL'S RECOMMENDATION AND ASSESSMENT

18. In Class Counsel's informed and considered judgment, the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement provides substantial, prompt, and certain monetary relief to Settlement Class Members for the specific claims at issue in this Action, while avoiding the substantial risks, costs, and delays inherent in continued litigation.

19. This was a highly contested lawsuit wherein Plaintiff sought to obtain full Purchasing Fees under an unsettled legal theory with inconsistent authority. 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.

21. Throughout the negotiations and at all times in the litigation, Class Counsel weighed and considered the risks involved in continued litigation versus providing meaningful and immediate relief to the Settlement Class. These risks included, among other things:

(a) the novel and contested legal theory underlying the case;

(b) Alfa's defenses on liability and damages;

(c) the risks of trial and post-trial motions; and

(d) the potential for years of appellate proceedings with no guarantee of a greater recovery than is provided under the Settlement.

22. Class Counsel considered, among other things, the strengths and weaknesses of Plaintiff's claims against Alfa, the uncertainties inherent in this complex litigation, the resources required to litigate this matter through trial and appeals, and the substantial benefits provided by the Settlement. In light of the benefits available under the Settlement and the costs, risks, and inevitable delay involved in continued litigation, Class Counsel believes the Settlement is in the best interest of the Settlement Class and is in all respects fair, reasonable, and adequate.

VI. ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

23. As provided in the Settlement Agreement, Class Counsel has applied for an award of attorneys' fees and costs.

24. Class Counsel is highly experienced in litigating class actions, including numerous insurance sales-tax and total-loss cases nearly identical to this one. In multiple courts across the country, counsel has secured certification, prevailed at summary judgment, obtained jury verdicts, and achieved final settlements that delivered meaningful relief to policyholders. Representative examples include:

25. Negotiations on attorneys' fees and expenses between Class Counsel and Defendant were conducted at arm's-length. 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.

26. Alfa has agreed not to oppose a fee and cost award not to exceed $450,000.00 and a Service Award of $10,000.00. Both are to be paid separately by Defendant and will not reduce class members' settlement funds. The requested fees and costs award of $440,000.00 represents approximately 30.4% of the $1,442,712.00 in total Settlement benefits available to the Class.

27. Alabama courts applying the common-fund doctrine evaluate the reasonableness of a percentage-of-the-fund fee award by reference to the result achieved, the complexity of the litigation, the skill and experience of counsel, and the risk undertaken. *See* Ala. R. Civ. P. 23(e); *see also Edelman & Combs*, 663 So.2d at 960 (Ala. 1995) (finding that attorneys' fee awards ranging from 20% to 50% of a common fund may be reasonable). The requested 30.4% award is reasonable and well-supported under each of these factors.

28. 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) fully briefing motions; (v) propounding written discovery; (vi) reviewing production documents; (vii) reviewing voluminous claims data produced by Alfa in discovery; and (viii) coordinating and attending mediation. This work was necessary to advance the case to the point at which Alfa agreed to the current Settlement terms.

29. The process was particularly labor intensive because Alfa does not maintain a central database. As a result of Alfa's analog system, Class Counsel, support staff, and now the Claims Administrator, expended significant time manually reviewing and searching Alfa's production materials.

30. As of writing, Class Counsel has expended a combined 350.7 attorney hours and 432.90 combined attorney and support staff hours in connection with the prosecution of this case. It is estimated conservatively that Class Counsel will expend another 50 hours through the close of the case. Based on past settlements of this nature, it is estimated that Class Counsel will likely incur substantial 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 brief and file documents related to final approval of the Settlement and attend all further necessary hearings.

31. Class Counsel are not aware of any conflicts of interest that exist between them and any member of the Settlement Class and are not aware of any conflicts of interest that exist between the Class Representative and any members of the Settlement Class.

32. Settlement provides significant relief to the Class. Each Class Member who submits a valid claim will receive monetary recovery on the claim. The Settlement also delivers prospective relief: going forward, Alfa is required to include all applicable Purchasing Fees in total-loss ACV payments to Alabama policyholders, directly remedying the practice at issue in this litigation. This combination of full monetary recovery and prospective practice change represents the best outcome Class Counsel has achieved in analogous cases and is a direct result of the litigation efforts described herein.

33. Considering the complexity of the case, the risks of continued litigation, and the class's reaction to the Settlement, I believe the Settlement is fair, reasonable, and adequate under Ala. R. Civ. P. 23(e). Class notice was disseminated to the identified Class Members pursuant to the Court-approved notice plan. *See* Declaration of Marie A. Christie ("A.B. Data Declaration"). As of the time of filing, Class Counsel are not aware of any objections.

34. Class Counsel also respectfully requests a Service Award for Plaintiff Demetria Walker in recognition of the time and effort she expended on behalf of the Settlement Class. Plaintiff actively assisted in the prosecution of this Action by, among other things, communicating with Class Counsel, providing documents and information, and remaining engaged and available throughout the litigation and settlement process.

35. Class Counsel undertook the litigation of this matter on a wholly contingent basis. Class Counsel advanced all costs and expenses and accepted the risk that they might receive no compensation or reimbursement whatsoever. Substantial work remains to be done in connection with monitoring and implementation of the Settlement, for which Class Counsel will receive no additional compensation.

VII. CONCLUSION

36. For all of the foregoing reasons, and as set forth more fully in Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, Class Counsel respectfully requests that the Court grant final approval to the Settlement and approve the requested fees, costs, and service award, as described in the Agreement and Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Award of Attorneys' Fees, Expenses and Service Award.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of Alabama that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on June 22, 2026, in Orlando, Florida.

/s/ Alex R. Couch
ALEX R. COUCH

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

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

Plaintiff,

v. **CASE NO.: 69-CV-2024-900015.00**

ALFA MUTUAL INSURANCE
COMPANY,

Defendant.

___________________________________/

DECLARATION OF R. BRENT IRBY
IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, EXPENSES AND SERVICE AWARD

I, R. Brent Irby, declare and state as follows:

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

2. I am the principal and founding member of the law firm Irby Law, LLC, one of the counsel for Plaintiff Demetria Walker ("Plaintiff") and the Settlement Class in the above-captioned action (the "Action"). I am a member in good standing of the bars of the States of Alabama, Georgia, and Tennessee.

3. I submit this Declaration in support of Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Award of Attorneys' Fees, Expenses and Service Award. Unless otherwise stated, I have personal knowledge of the facts stated herein and could competently testify to them if called upon to do so. Capitalized terms used

but not defined herein shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release ("Settlement Agreement").

I. EXPERIENCE OF CLASS COUNSEL

4. This firm is Class Counsel for Plaintiffs. Class Counsel undertook the representation of Plaintiffs on a purely contingent basis and this litigation was hard-fought and adversarial.

5. My firm handles a large amount of complex litigation, including numerous class actions in federal and state courts throughout the United States. I have been appointed lead counsel or co-lead counsel in several class actions and in many nationwide class actions. Cases in which I have served as Class Counsel and in which I played a lead role include:

- *Warren Burch and James Bodley v. Whirlpool Corporation*, Case No.: 1:17-CV-18-PLM; United States District Court, Western District of Michigan (Southern Division;
- *Wendy and Nicholas Grasso v. Electrolux Home Products, Inc.*, Case No.: 8:16-cv-00911-CEH-TGW; United States District Court, Middle District of Florida (Tampa Division);
- *Robert Brown v. Electrolux Home Products, Inc. d/b/a Frigidaire*, Case No.: 1:08-cv-00030-LGW-BKE; United States District Court, Southern District of Georgia (Augusta Division);
- *Timmy L. Murphy v. Walgreen Co., d/b/a Walgreens*, Case No.: 2015-CV-63251; In the Superior Court of Bibb County, State of Georgia;
- *Golden Eaton, Jr., et al. v. Vaughan Regional Medical Center, LLC, et al.*, Case No.: 27-CV-2014-900317.00; In the Circuit Court of Dallas County, Alabama;
- *Scott A. Chambers, et al. v. Merrill Lynch & Co., Inc., et al.*; Case No.: 10-cv-07109-NRB; United States District Court, Southern District of New York;
- *O'Shaugnessey Wallace v. Greene Finance Company, Inc., et al.;* Case No.: 2007-cv-052; In the Superior Court of Quitman County, State of Georgia;
- *Amber Osborne v. Rite Aid Corporation*, Case No.: 2011-cv-

0685-MM; In the Superior Court of White County, State of Georgia;

- *Washer & Refrigeration Supply Co., Inc., et al. v. PRA Government Services, LLC d/b/a "Revenue Discovery Systems" and/or "RDS" and/or "Alatax," et al.*; Case No.: CV-2010-903417.00; In the Circuit Court of Jefferson County, Alabama (Birmingham Division);

- *Joretta Rhodes Smith, individually and on behalf of a class of Alabama citizens in Alabama Similarly situated v. CVS Pharmacy, Inc.; CVS/Caremark Corporation*; Case No.: CV-2008-900054; Circuit Court of Bullock County, Alabama;

- *Eufaula Family Medicine, P.C. v. Stericycle, Inc.;* Case No. CV-2008-900066; Circuit Court of Barbour County, Alabama (Eufaula Division);

- *Jimmy S. Calton, Sr. and Jim S. Calton, Jr., d/b/a Calton & Calton v. Shred-It USA, Inc.*; Case No. CV-2008-900006; Circuit Court of Barbour County, Alabama (Eufaula Division);

- *Earl R. Cates, et al. v. Cooper Tire and Rubber Company*, Case No. 3:06-cv-940; United States District Court for the Northern District of Ohio (Western Division).

- *Margaret Franklin v. Acceptance Insurance Agency, Inc., et al.*; Civil Action No. CV-06-000065; Circuit Court of Bullock County, Alabama;

- *Annette Rush v. Village Auto Insurance Company, Inc.*; 2005-CV-107983; In the Superior Court of Fulton County State of Georgia;

- *Shelly Jones and Dennis Hill v. Southland National Insurance Corporation*; Civil Action No. CV-05-0200; Circuit Court of Barbour County, Alabama (Eufaula Division);

- *In Re Textile Rental Services Litigation*; Civil Action No. CV-05-019; Circuit Court of Barbour County, Alabama (Clayton Division);

- *Fred Phillips, et al. v. Columbiana Bancshares, Inc., et al.*; Civil Action No. CV-03-1405; Circuit Court of Shelby County, Alabama;

- *Ann Harbin, individually and d/b/a Harbin Research Services, et al. v. Pitney Bowes, Inc.*; *Pitney Bowes Credit Corporation*; Case No. 2002-769; Circuit Court of Montgomery County, Alabama;

- *In Re Allstate Insurance Company Underwriting and Rating Practices Litigation*; MDL Docket No. 3:02-md-1457 – All Cases; United States District Court Middle District of Tennessee (Nashville Division)

6. Co-counsel for Plaintiff and the Settlement Class, Normand PLLC, also has substantial experience in complex class actions and in litigating fees-based total loss actions on behalf of consumer policyholders. Together, Class Counsel have the experience, resources, and capability to prosecute and resolve class actions of this nature effectively, as shown here.

II. **PROCEDURAL HISTORY OF THE ACTION**

7. Plaintiff filed her class action Complaint in the Circuit Court of Barbour County, Alabama, against Alfa Mutual Insurance Company ("Alfa"). The Complaint alleged that Alfa breached its Alabama auto insurance policies by failing to pay full Purchasing Fees as part of the ACV owed on first-party total loss claims.

8. Plaintiff and Class Counsel investigated the facts and law underlying the claims, including by reviewing Alfa's form auto policy language, Alabama regulatory requirements relating to vehicle title and registration fees, Alfa's claim handling practices, and the data relating to Alfa's alleged underpayment of Fees on Alabama first-party total loss claims. Class Counsel's investigation provided sufficient information to assess the strengths and weaknesses of the claims and defenses.

9. After substantial investigation and analysis, the Parties agreed to engage in settlement negotiations.

III. SETTLEMENT NEGOTIATIONS

10. Settlement negotiations were rigorous, arm's-length, and conducted by experienced counsel on both sides. The Parties exchanged multiple proposals and engaged in formal mediation, as well as extended negotiations over the substantive terms of the Settlement. On August 26, 2025, the parties participated in formal in-person mediation with Judge Jim Hughey (Ret.) at Schreiber ADR. The Parties reached an agreement as to the essential terms but some issues remained unresolved. After mediation adjourned the parties continued to work together to reach a final agreement.

11. Before negotiations, through discovery, Class Counsel obtained information and data pertaining to the Settlement Class, including class size, contact information, dates of loss, Alfa claim and policy numbers, and loss amounts. This data revealed 55,000 potential settlement class members. This information was sufficient to allow Class Counsel to evaluate the strengths, weaknesses, and risks associated with each Party's position. Class Counsel was fully knowledgeable about each Party's respective strengths, weaknesses, and risks throughout settlement negotiations and utilized this knowledge in protecting and advancing the interests of the Settlement Class at each stage.

12. The Parties exchanged multiple drafts of the Settlement Agreement and engaged in thorough deliberations and negotiations concerning each aspect of the Settlement, including the form and content of the Postcard Notice, Long Form Notice, Claim Form, and proposed approval orders.

13. All negotiations regarding attorneys' fees and expenses occurred only after the material terms of the Settlement—including the relief to the Settlement Class—had been agreed upon. The attorneys' fees were independently negotiated at arm's length and reflect Class

Counsel's substantial work, experience, and the contingent risk undertaken to litigate this case to resolution.

IV. **THE SETTLEMENT**

14. The Settlement delivers meaningful, concrete relief to the Class. Each Class Member who submits a valid and timely claim will receive the applicable Purchasing Fees that Alfa excluded from their total-loss actual cash value payment—including sales taxes, state, county, and city license fees, tag fees, and school fees. In addition to monetary relief, the Settlement secures prospective relief requiring Alfa to include all applicable Purchasing Fees in total-loss ACV payments to Alabama policyholders going forward, directly addressing the practice that gave rise to this litigation and ensuring future compliance.

15. The Settlement Agreement also provides for direct Class Notice, an easy claims process, a Settlement Website, a toll-free informational telephone line, and a process for Settlement Class Members to opt out of, or object to, the Settlement. *See generally* Settlement Agreement ¶¶ 49-63.

16. The data initially exchanged between the Parties revealed that there are 55,000 Settlement Class Members. The current data provided by Alfa revealed that there are 60,113 Settlement Class Members, making the total value of the Settlement benefits available to the class approximately $1,442,712.

17. The release in the Settlement Agreement is narrowly tailored to the precise claims brought in this Action. Settlement Class Members release claims relating only to the non-payment of Purchasing Fees as part of their total loss claims. They do not release any claim for vehicle valuation or any other type of underpayment unrelated to Fees.

V. CLASS COUNSEL'S RECOMMENDATION AND ASSESSMENT

18. In Class Counsel's informed and considered judgment, the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement provides substantial, prompt, and certain monetary relief to Settlement Class Members for the specific claims at issue in this Action, while avoiding the substantial risks, costs, and delays inherent in continued litigation.

19. This was a highly contested lawsuit wherein Plaintiff sought to obtain full Purchasing Fees under an unsettled legal theory with inconsistent authority. 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.

21. Throughout the negotiations and at all times in the litigation, Class Counsel weighed and considered the risks involved in continued litigation versus providing meaningful and immediate relief to the Settlement Class. These risks included, among other things:

(a) the novel and contested legal theory underlying the case;

(b) Alfa's defenses on liability and damages;

(c) the risks of trial and post-trial motions; and

(d) the potential for years of appellate proceedings with no guarantee of a greater recovery than is provided under the Settlement.

22. Class Counsel considered, among other things, the strengths and weaknesses of Plaintiff's claims against Alfa, the uncertainties inherent in this complex litigation, the resources required to

litigate this matter through trial and appeals, and the substantial benefits provided by the Settlement. In light of the benefits available under the Settlement and the costs, risks, and inevitable delay involved in continued litigation, Class Counsel believes the Settlement is in the best interest of the Settlement Class and is in all respects fair, reasonable, and adequate.

VI. ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

23. As provided in the Settlement Agreement, Class Counsel has applied for an award of attorneys' fees and costs.

24. Negotiations on attorneys' fees and expenses between Class Counsel and Defendant were conducted at arm's-length. 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.

25. Alfa has agreed not to oppose a fee and cost award not to exceed $450,000.00 and a Service Award of $10,000.00. Both are to be paid separately by Defendant and will not reduce class members' settlement funds. The requested fees award of $440,000.00 represents approximately 30.4% of the $1,442,712 in total Settlement benefits available to the Class.

26. Alabama courts applying the common-fund doctrine evaluate the reasonableness of a percentage-of-the-fund fee award by reference to the result achieved, the complexity of the litigation, the skill and experience of counsel, and the risk undertaken. See Ala. R. Civ. P. 23(e); *see also Edelman & Combs*, 663 So.2d at 960 (Ala. 1995) (finding that attorneys' fee awards ranging from 20% to 50% of a common fund may be reasonable). The requested 30.4% award is reasonable and well-supported under each of these factors.

27. 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) fully briefing motions; (v) propounding written discovery; (vi) reviewing production documents; (vii) reviewing voluminous claims data produced by Alfa in discovery; and (viii) coordinating and attending mediation. This work was necessary to advance the case to the point at which Alfa agreed to the current Settlement terms.

28. The process was particularly labor intensive because Alfa does not maintain a central database. As a result of Alfa's analog system, Class Counsel, support staff, and now the Claims Administrator, expended significant time manually reviewing and searching Alfa's production materials.

29. As of writing, Class Counsel has expended a combined 350.7 attorney hours and 432.90 combined attorney and support staff hours in connection with the prosecution of this case. It is estimated conservatively that Class Counsel will expend another 50 hours through the close of the case. Based on past settlements of this nature, it is estimated that Class Counsel will likely incur substantial 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 brief and file documents related to final approval of the Settlement and attend all further necessary hearings.

30. Class Counsel are not aware of any conflicts of interest that exist between them and any member of the Settlement Class and are not aware of any conflicts of interest that exist between the Class Representative and any members of the Settlement Class.

31. In my professional opinion, the Settlement provides excellent relief to the Class. Each Class Member who submits a valid claim will receive monetary recovery on the claim. The Settlement also delivers prospective relief: going forward, Alfa is required to include all applicable

Purchasing Fees in total-loss ACV payments to Alabama policyholders, directly remedying the practice at issue in this litigation. This combination of full monetary recovery and prospective practice change represents the best outcome Class Counsel has achieved in analogous cases and is a direct result of the litigation efforts described herein.

32. Considering the complexity of the case, the risks of continued litigation, and the class's reaction to the Settlement, I believe the Settlement is fair, reasonable, and adequate under Ala. R. Civ. P. 23(e). Class notice was disseminated to the identified Class Members pursuant to the Court-approved notice plan. *See Exhibit A*, Declaration of Marie A. Christie ("A.B. Data Declaration") As of the time of filing, Class Counsel are not aware of any current objections, and only two (2) exclusions have been submitted, representing an overwhelmingly positive response from the Class. *Id.* The absence of meaningful opposition further supports the conclusion that the Settlement is fair and adequate.

33. Class Counsel also respectfully requests a Service Award for Plaintiff Demetria Walker in recognition of the time and effort she expended on behalf of the Settlement Class. Plaintiff actively assisted in the prosecution of this Action by, among other things, communicating with Class Counsel, providing documents and information, and remaining engaged and available throughout the litigation and settlement process.

34. Class Counsel undertook the litigation of this matter on a wholly contingent basis. Class Counsel advanced all costs and expenses and accepted the risk that they might receive no compensation or reimbursement whatsoever. Substantial work remains to be done in connection with monitoring and implementation of the Settlement, for which Class Counsel will receive no additional compensation.

VII. CONCLUSION

35. For all of the foregoing reasons, and as set forth more fully in Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, Class Counsel respectfully requests that the Court grant final approval to the Settlement and approve the requested fees, costs, and service award, as described in the Agreement and Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Award of Attorneys' Fees, Expenses and Service Award.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of Alabama that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on June __, 2026, in Orlando, Florida.

R. Brent Irby______
R. BRENT IRBY

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

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

Plaintiff,

v. **CASE NO.: 69-CV-2024-900015.00**

ALFA MUTUAL INSURANCE
COMPANY,

Defendant.

___________________________________/

DECLARATION OF MARIE A. CHRISTIE REGARDING
(A) MAILING OF THE POSTCARD NOTICE;
(B) PUBLICATION OF SUMMARY NOTICE;
(C) REPORT ON EXCLUSIONS, OBJECTIONS RECEIVED TO DATE

I, Marie A. Christie, declare as follows:

1. I am a Senior Project Manager of A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data"), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is 561-336-1801.

2. I submit this Declaration in connection with the above-referenced action (the "Action"). This Declaration is based upon my personal knowledge and upon the information provided by my associates and staff members. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. Pursuant to the Court's Preliminary Approval Order, A.B. Data was responsible for effectuating notice pursuant to the Notice Plan approved by the Court. This Declaration details the steps taken by A.B. Data, which consisted of the following: a) direct notice to the Settlement Class

Members; and b) a toll-free telephone number and case-specific website to address potential inquiries.

DIRECT MAIL NOTICE

4. On June 3, 2026, A.B. Data began mailing the Postcard Notices via United States Postal Service ("USPS) First Class Mail to each of the 60,113 addresses on file for Settlement Class Members. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

5. Prior to mailing the Postcard Notices, A.B. Data ran the physical addresses for the potential Settlement Class members through the National Change of Address Database, as required by the Settlement Agreement.

6. A.B. Data also ran skip traces for addresses for each of the undeliverable Notices. A.B. Data has re-mailed Postcard Notices to the updated addresses obtained from the skip traces.

WEBSITE

7. On May 29, 2026, A.B. Data established a dedicated case-specific website, ALATotalLoss.com, to assist potential Settlement Class Members. It includes general information regarding this Action, as well as the Settlement Agreement, Postcard Notice, Long Form Notice, Claim Form, and Preliminary Approval Order. The website also includes frequently asked questions. A copy of the Long-Form Notice is attached hereto as **Exhibit B.**

8. In addition, the settlement website provides Settlement Class Members with access to a downloadable claim form containing detailed instructions for submitting claims by mail. The website also includes an online portal through which Settlement Class Members may electronically file their claims. The website is accessible 24 hours a day, 7 days a week.

TOLL-FREE HELPLINE

9. A.B. Data also established and maintains a toll-free VRU telephone system, 1-866-830-6633, with recorded answers to frequently asked questions and an option permitting potential Settlement Class Members to record a message to be returned by the Claims Administrator.

REPORT ON EXCLUSIONS

10. The notices and website informed potential Settlement Class Members that if they wish to request exclusion from the Settlement, they must submit a request for exclusion by June 22, 2026.

11. As of the date of this Declaration, A.B. Data has received two (2) requests for exclusions.

REPORT ON OBJECTIONS

12. Settlement Class Members were not instructed to submit their objection to the Claims Administrator, and none have been received by A.B. Data.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of June, 2026.

____

Marie. A. Christie

EXHIBIT A

NO PRINT

COURT ORDERED LEGAL NOTICE

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.

Walker Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173126
Milwaukee, WI 53217

PRE-SORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
MILWAUKEE, WI
PERMIT 3780

Complete and return the enclosed form by August 3, 2026 to potentially receive a cash payment.

<<Barcode>>

Postal Service: Please do not mark barcode

<<ADDRESS BLOCK>>

<<BARCODE>>

CLAIM FORM

Name & Address: [PRE-FILL]

CLAIMANT ID: [PRE-FILL]

Date of Loss: [PRE-FILL]

UNIQUE PIN: [PRE-FILL]

1. ADDRESS (if different from above)

Primary Address

Primary Address continued

City

State:

Zip Code:

AFFIRMATION (required): By signing below, I affirm 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 to the best of my knowledge, the information on this Claim form is true and correct.

Signature: ____Dated: ____________________________

Name (please print): ____

To be considered, this Claim Form must be mailed to the above address postmarked no later than August 3, 2026.

NO PRINT

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, and 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 June 20, 2026. 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 June 29, 2026. 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 July 20, 2026, at 9:30 am 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 Settlement Class. This notice is a summary. Learn more about the settlement at ALATotalLoss.com, or you may contact the Claims Administrator at 866-830-6633 or Class Counsel by mail at 3165 McCrory Place, Suite 175, Orlando, FL 32803.

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1000000 MILWAUKEE, WI

POSTAGE WILL BE PAID BY ADDRESSEE

Walker Class Action Settlement
PO BOX 173132
MILWAUKEE WI 53217-9904

NO PRINT

NO PRINT

EXHIBIT B

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 **866-830-6633** toll free or visit www.ALATotalLoss.com 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.

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.ALATotalLoss.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 April 21, 2026.

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 866-830-6633 or visit www.ALATotalLoss.com 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 **August 3, 2026**. 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 www.ALATotalLoss.com by entering your Claimant ID or valid total loss claim number and unique PIN. Online Claims must be submitted by 11:59pm EST on August 3, 2026. Your Claimant ID and PIN can be found on the postcard and email notices you received.

<u>Option 2</u>. 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 **June 22, 2026** 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 A.B. Data, Ltd.

P.O. Box 173126

Milwaukee, WI 53217

A request for exclusion must be postmarked on or before **June 22, 2026**.

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 **June 22, 2026**, 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 **July 20, 2026 at 9:30 A.M. EST** in Circuit Court of Barbour County, 405 E Barbour Street, Eufaula, AL 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 www.ALATotalLoss.com, 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 www.ALATotalLoss.com. 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 A.B. Data, Ltd.

P.O. Box 173126

Milwaukee, WI 53217

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 **July 1, 2026**. 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.

Who Is Representing the Class?

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.

What Claim(s) Against ALFA Are Class Members Releasing?

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 ALATotalLoss.com.

How Do I Find Out More About This Lawsuit?

If you have any questions about the settlement or any matter raised in this Notice, please call toll-free at **866-830-6633** or go to www.ALATotalLoss.com.

This www.ALATotalLoss.com 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: April 21, 2026