

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION AT CLEVELAND

THE CONDOMINIUMS AT NORTHPOINTE
ASSOCIATION, and CHRISTINA ERMIDIS, for
themselves individually and on behalf of all others
similarly situated,

Plaintiffs,

-vs-

STATE FARM FIRE & CASUALTY COMPANY,

Defendant.

CASE NO. 1:16-CV-01273

JUDGE CHRISTOPHER A. BOYKO

DECLARATION OF ALEXANDER S. WILLIAMS REGARDING SETTLEMENT

ADMINISTRATION

I, ALEXANDER S. WILLIAMS, declare and state as follows:

1. I am a Vice President of JND Legal Administration LLC (“JND”). JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered settlements in hundreds of class action cases. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Administrator¹ in the above-captioned litigation (“Action”) for the purposes of administering the Stipulation and Settlement Agreement Among Plaintiffs The Condominiums of Northpointe Association and Christina Ermidis, individually and on behalf of a

¹ Capitalized terms used and otherwise not defined in this Declaration shall have the meanings given such terms in the Stipulation and Settlement Agreement.

Settlement Class, and Defendant State Farm Fire and Casualty Company (“Agreement”) preliminarily approved by the Court in its Order Granting Preliminary Approval of Class Settlement, Directing Notice to the Class, Scheduling a Final Approval Hearing, and Preliminarily Certifying Settlement Class (“Preliminary Approval Order”), dated on March 2, 2023.

3. This Declaration is being filed to report on settlement administration.

CAFA NOTICE

4. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, JND compiled a CD-ROM containing the following documents:

- a. Plaintiffs’ Fourth Amended Class Action Complaint, filed on September 1, 2021;
- b. Plaintiffs’ Third Amended Class Action Complaint, filed on March 25, 2021;
- c. Plaintiffs’ Second Amended Class Action Complaint, filed on July 31, 2020;
- d. Plaintiffs’ First Amended Class Action Complaint, filed on July 15, 2020;
- e. Plaintiffs’ original Class Action Complaint, filed on April 22, 2016;
- f. State Farm Fire and Casualty Company’s Answer and Additional Defenses to Plaintiffs’ Fourth Amended Complaint, filed on September 15, 2021;
- g. State Farm Fire and Casualty Company’s Answer and Additional Defenses to Plaintiffs’ Third Amended Complaint, filed on April 8, 2021;
- h. State Farm Fire and Casualty Company’s Answer and Additional Defenses to Plaintiffs’ original Complaint, filed on June 24, 2020;
- i. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, including exhibits, filed on February 17, 2023;
- j. The Proposed Stipulation and Settlement Agreement, filed on February 17, 2023;

- k. Plaintiff's Memorandum of Law in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on February 17, 2023; and
- l. State Farm Fire and Casualty Company's Separate Submission in Support of Preliminary Approval of Proposed Class Settlement, filed on February 17, 2023.

5. The CD-ROM was mailed on February 24, 2023 to the appropriate Federal and State officials identified in the attachment with an accompanying cover letter and chart of proportionate share of potential class members by state, a copy of which is attached hereto as **Exhibit A**.

CLASS MEMBER DATA

6. On February 15, 2023, JND received a spreadsheet containing the names, mailing addresses, claim numbers, policy numbers, dates of loss, and loss locations of individuals identified as potential Class Members.

7. Prior to mailing notices, JND analyzed the raw data to remove duplicate records and consolidated records, resulting in 19,397 unique Class Member records. JND updated the Class Member contact information using data from the National Change of Address ("NCOA") database.² The Class Member data was promptly loaded into a database established for this Action.

NOTICE MAILING

8. Pursuant to the Settlement, on April 14, 2023, JND sent the Court-approved Class Notice and Claim Form ("Notices") via U.S Postal Service regular mail to the 19,397 unique Class Members. In the event a Class Member record had more than one mailing address, the Notice was mailed to each address. A representative sample of the Class Notice and Claim Form is attached hereto as **Exhibit B**.

² The NCOA database is the official United States Postal Service ("USPS") technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

9. As of July 10, 2023, of the total 20,729 Notices mailed, 143 Notices were forwarded to updated addresses by USPS. 790 Notices were returned to JND as undeliverable. For the 790 undeliverable Notices, which did not have updated address information from USPS, JND conducted advanced address searches and received updated address information for 314 Class Members. JND re-mailed the Notice and Claim Form to the 314 Class Members. Of those 314 re-mailed Notice and Claim Forms, 58 Notices were returned to JND as undeliverable.

10. On July 10, 2023, JND mailed the Court-approved Postcard Notice to the Class Members who did not submit a claim or exclusion request. A representative sample of the Postcard Notice is attached hereto as **Exhibit C**.

SETTLEMENT WEBSITE

11. On April 14, 2023, JND established a Settlement Website (www.Northpointe-v-StateFarm.com), which hosts copies of important case documents (including, but not limited to, downloadable copies of the Fourth Amended Complaint, Agreement and exhibits, Preliminary Approval Order, and the Long Form Notice and Claim Form in English and Spanish), answers to frequently asked questions, and contact information for the Administrator.

12. As of July 10, 2023, the Settlement Website has tracked 2,436 unique users who registered 12,721 page views.

TOLL-FREE INFORMATIONAL LINE

13. On April 14, 2023, JND established a case-specific toll-free telephone number (1-844-798-0747) for Class Members to call to obtain information about the Settlement. Class Members also have the ability to leave a voicemail message for the Administrator and request to be mailed a copy of the Class Notice and/or Claim Form in English or Spanish. The toll-free number is accessible 24 hours a day, 7 days a week.

14. As of July 10, 2023, the toll-free number has received 594 calls.

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REQUESTS FOR EXCLUSION

15. The Class Notice informed Class Members who wanted to exclude themselves from the Settlement (“opt-out”) that they must do so by submitting an exclusion request letter to the Settlement Administrator postmarked on or before June 24, 2023.

16. As of July 10, 2023, JND has not received any exclusion requests.

OBJECTIONS

17. The Class Notice informed recipients that any Class Members who would like to object to the Settlement may do so by filing a written objection with the Court (and mailing a timely postmarked copy of the written objection to the Administrator) by June 24, 2023.

18. As of July 10, 2023, JND has not received any objections.

CLAIMS RECEIVED

19. In accordance with the terms of the Agreement, Class Members must submit a complete and timely Claim Form to JND in order to be eligible for a settlement payment. The Claim Form must be uploaded on the Settlement Website or timely postmarked by August 24, 2023 if submitted by mail.

20. Because the time period for Class Members to submit a claim is still open, JND is still receiving and processing claims. The final list of claims received will not be known until after the claim filing deadline passes on August 24, 2023.

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

Executed on July 11, 2023 at Milton, Washington.



ALEXANDER S. WILLIAMS

EXHIBIT A



Jacob L. Kahn
(312) 471-8760
jkahn@rshc-law.com

February 24, 2023

VIA FEDERAL EXPRESS

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

Re: ***The Condominiums at Northpointe Association, et al. v. State Farm Fire and Casualty Company,***
No. 1:16-cv-01273 (N.D. Ohio)

To Whom It May Concern:

Pursuant to the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendant State Farm Fire and Casualty Company (“State Farm”) hereby provides this Notice of the proposed class action settlement in the above-referenced matter, currently pending in the U.S. District Court for the Southern District of Alabama, Northern Division.

On February 17, 2023, Plaintiffs The Condominiums at Northpointe Association and Christina Ermidis (together, “Plaintiffs” or the “Class Representatives”) filed an Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (Doc. 157), and State Farm filed its Separate Submission in Support of Preliminary Approval of Proposed Class Settlement (Doc. 158).

Pursuant to 28 U.S.C. §§ 1715(b)(1), (2), (3), (4), (5), (7) and (8), enclosed please find copies of the following on the accompanying CD:

- Plaintiffs’ Fourth Amended Class Action Complaint, filed on September 1, 2021 (Doc. 138) [included on the accompanying CD as Exhibit 1];
- Plaintiffs’ Third Amended Class Action Complaint, filed on March 25, 2021 (Doc. 103) [included on the accompanying CD as Exhibit 2];
- Plaintiffs’ Second Amended Class Action Complaint, filed on July 31, 2020 (Doc. 67) [included on the accompanying CD as Exhibit 3]
- Plaintiffs’ First Amended Class Action Complaint, filed on July 15, 2020 (Doc. 57) [included on the accompanying CD as Exhibit 4]
- Plaintiffs’ original Class Action Complaint, filed on April 22, 2016 (Doc. 1-1) [included on the accompanying CD as Exhibit 5]
- State Farm Fire and Casualty Company’s Answer and Additional Defenses to Plaintiffs’ Fourth Amended Complaint, filed on September 15, 2021 (Doc. 139) [included on the accompanying CD as Exhibit 6];

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- State Farm Fire and Casualty Company's Answer and Additional Defenses to Plaintiffs' Third Amended Complaint, filed on April 8, 2021 (Doc. 116) [included on the accompanying CD as Exhibit 7]
- State Farm Fire and Casualty Company's Answer and Additional Defenses to Plaintiffs' original Complaint, filed on June 24, 2020 (Doc. 55) [included on the accompanying CD as Exhibit 8]
- Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, including exhibits, filed on February 17, 2023 (Doc. 157) [included on the accompanying CD as Exhibit 9];
- The Proposed Stipulation and Settlement Agreement, filed on February 17, 2023 (as an exhibit to Plaintiff's Unopposed Motion for Preliminary Approval) (Doc. 157-1) [included on the accompanying CD as Exhibit 10]; and
- Plaintiff's Memorandum of Law in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on February 17, 2023 (Doc. 157-2) [included on the accompanying CD as Exhibit 11];
- State Farm Fire and Casualty Company's Separate Submission in Support of Preliminary Approval of Proposed Class Settlement, filed on February 17, 2023 (Doc. 158) [included on the accompanying CD as Exhibit 12].

This matter is pending before Judge Christopher A. Boyko of the United States District Court for the Northern District of Ohio. With respect to 28 U.S.C. § 1715(b)(2), no preliminary approval hearing or final approval (or "fairness") hearing has yet been scheduled.

With respect to 28 U.S.C. § 1715(b)(3), potential class members will receive notice of the proposed settlement and an opportunity to request exclusion from the lawsuit and the settlement. The proposed notification and procedures for requesting exclusion are set forth in the proposed Settlement Agreement itself [included on the accompanying CD at Exhibit 10] and at Exhibits 2 and 5 of the Proposed Settlement Agreement.

With respect to 28 U.S.C. § 1715(b)(5), there has been no other settlement or agreement contemporaneously made between (i) Counsel for the Class Representatives and (ii) Counsel for State Farm, other than the proposed Settlement Agreement submitted herewith. With regard to 28 U.S.C. § 1715(b)(6), there has been no final judgment or notice of dismissal filed relating to the proposed settlement.

With respect to 28 U.S.C. § 1715(b)(7), because of the difficulty in conclusively identifying class members, State Farm does not have a precise listing of class members. State Farm has been able to identify the names and addresses of *potential* class members to whom class notice is being sent by mail, but notes that some of the recipients of the notice will not be class members. Accordingly, pursuant to 28 U.S.C. § 1715(b)(7)(B), State Farm provides herewith a table containing reasonable estimate of the potential class members residing in each State and the estimated proportionate share of such potential class members in each State.

February 24, 2023

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Kahn', written in a cursive style.

Jacob L. Kahn
*One of the Attorneys for Defendant
State Farm Fire and Casualty Company*

Enclosures

Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)
CAFA Notice – Attachment A – Service List

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Case No. 1:16-cv-01273 (N.D. Ohio)

Proportionate Share of Potential Class Members by State

State	# of Potential Class Members	% of Class
Armed Forces Europe	1	0.00347%
Alabama	30	0.10409%
Armed Forces Pacific	2	0.00694%
Arkansas	5	0.01735%
Arizona	70	0.24289%
California	64	0.22207%
Colorado	38	0.13185%
Connecticut	8	0.02776%
Delaware	6	0.02082%
Florida	474	1.64469%
Georgia	66	0.22901%
Hawaii	3	0.01041%
Iowa	6	0.02082%
Idaho	6	0.02082%
Illinois	47	0.16308%
Indiana	101	0.35045%
Kansas	3	0.01041%
Kentucky	114	0.39556%
Louisiana	9	0.03123%
Massachusetts	4	0.01388%
Maryland	19	0.06593%
Maine	6	0.02082%
Michigan	102	0.35392%
Minnesota	8	0.02776%
Missouri	26	0.09022%
Mississippi	10	0.03470%
Montana	3	0.01041%
North Carolina	102	0.35392%
Nebraska	4	0.01388%
New Hampshire	1	0.00347%
New Jersey	23	0.07981%
New Mexico	5	0.01735%
Nevada	16	0.05552%
New York	29	0.10062%
Ohio	26,898	93.33102%
Oklahoma	17	0.05899%
Oregon	14	0.04858%
Pennsylvania	61	0.21166%
Puerto Rico	1	0.00347%
Rhode Island	3	0.01041%
South Carolina	77	0.26718%
Tennessee	76	0.26371%
Texas	120	0.41638%
Utah	5	0.01735%

Case No. 1:16-cv-01273 (N.D. Ohio)

Proportionate Share of Potential Class Members by State

State	# of Potential Class Members	% of Class
Virginia	53	0.18390%
Vermont	4	0.01388%
Washington	22	0.07634%
Wisconsin	3	0.01041%
West Virginia	48	0.16655%
Wyoming	3	0.01041%
International	4	0.01388%
Total	28,820	

EXHIBIT B

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF OHIO
The Condominiums at Northpointe Association, et al. v. State Farm Fire and Casualty Company

NOTICE OF CLASS ACTION SETTLEMENT

**A federal court authorized this notice.
This is not an advertisement or a solicitation from a lawyer.**

PLEASE READ THIS NOTICE IN ITS ENTIRETY

If you made a claim to State Farm for structural damage to a dwelling or other structure located in Ohio based on a loss that occurred on or after April 22, 2015 through approximately August 2017, and you received a payment or an estimate for damage repair from State Farm, this class action settlement may affect your rights.

- Policyholders sued State Farm Fire and Casualty Company (“State Farm”) for depreciating the estimated costs of the labor and other non-material costs needed to repair or replace damaged structures when making actual cash value (“ACV”) payment(s) to Ohio policyholders under State Farm insurance policies.
- The parties have now reached a proposed settlement of the lawsuit, which is subject to the Court’s final approval. As part of the proposed settlement, the Court has allowed the case to proceed as a “class action” on behalf of a “Class” of persons and entities who made a structural damage claim under a State Farm policy for damage to a dwelling or other structure located in Ohio based on a loss that occurred on or after April 22, 2015 through approximately August 2017, which resulted in an ACV payment on which depreciation was applied to estimated labor and other non-material costs, or which would have resulted in such a payment but for the application of such depreciation.
- Your legal rights are affected whether you act or don’t act. Your options are explained in this notice.
- You may be eligible for a payment if you qualify and timely submit a valid claim form. **There is a deadline to act.** No payments will be made until the Court approves the settlement and all appeals are resolved.
- Please read this notice carefully.
- **Have a question? Read on and then visit www.Northpointe-v-StateFarm.com or call 1-844-798-0747.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM (August 24, 2023)	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED (June 24, 2023)	You will receive no payment. This is the only option that allows you to ever be part of any other lawsuit against State Farm over the legal claims in this case.
OBJECT (June 24, 2023)	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING (scheduled for July 25, 2023)	Ask to speak in Court about the settlement.
DO NOTHING	You will get no payment. You give up rights.

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BASIC INFORMATION

1. Why was this notice issued?

State Farm's records reflect that you submitted a claim to State Farm for a covered loss to a dwelling or other structure in Ohio under a State Farm structural damage insurance policy, based on a loss occurring on or after April 22, 2015 through approximately August 2017, for which you either (i) received an ACV payment on which depreciation may have been applied to estimated labor and other non-material costs, or (ii) did not receive a payment but did receive a State Farm estimate for the costs of the damage repair on which depreciation may have been applied to estimated labor and other non-material costs.

The Court authorized this notice because you have a right to know of a proposed settlement that has been reached in a lawsuit covering these claims. As part of the proposed settlement, the Court has allowed, or "certified," the case to proceed as a class action that may affect your rights. You should know that you have the right to submit a claim for payment as part of the settlement and about all your options regarding this settlement before the Court decides whether to give "Final Approval" to the settlement. If the Court approves the parties' Stipulation of Settlement ("Settlement Agreement"), and if any appeals are resolved in favor of the settlement, then payments will be made to those who qualify and timely submit a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for benefits, and how to get them.

The Honorable Judge Christopher A. Boyko of the U.S. District Court for the Northern District of Ohio is overseeing this class action. The lawsuit is known as *The Condominiums at Northpointe Association, et al. v. State Farm Fire and Casualty Co.*, Case No. 1:16-cv-01273.

2. What is this lawsuit about?

This lawsuit is about whether State Farm breached its Ohio insurance policies by applying depreciation to the estimated costs of labor and other non-material costs in calculating ACV payments. Plaintiffs contend that such depreciation resulted in Plaintiff and the Class being underpaid and was a breach of the insurance contracts.

State Farm denies that its conduct breached the insurance contracts. State Farm contends that many policyholders received everything they were entitled to under their policy, including through payments for replacement cost benefits.

3. What is a class action and who is involved?

In a class action, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." Here, two of the Plaintiffs who sued in the lawsuit are the Class Representatives. The person or entity they sue (in this case, State Farm) is called the Defendant. One court resolves the issues for all Class Members. The Court has appointed the lawyers for the Class Representatives (referred to as "Class Counsel," whose names and contact information are provided in response to Question 18) to represent the Class and has appointed two of the Plaintiffs to serve as Class Representatives.

4. Why is there a settlement?

The Court has not decided the merits of this case in favor of either the Plaintiffs or State Farm, and has not found that State Farm did anything wrong. Instead, both sides agreed to settle. That way, the parties avoid the cost of a trial and potentially an appeal, and the people who qualify will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class members. The settlement does not mean that State Farm did anything wrong. No trial has occurred, and the Court has not yet ruled on Plaintiffs' claims or State Farm's defenses.

WHO IS IN THE SETTLEMENT?

To see if you are bound by and/or potentially eligible for benefits from this Settlement, you first have to determine if you are a Class member.

5. Who is in the Settlement Class?

This settlement covers a Class of State Farm insureds who, according to Plaintiffs' allegations, were underpaid because State Farm calculated ACV payments by applying depreciation to estimated labor and other non-material costs.

You are receiving this notice because you are a potential member of the settlement "Class," consisting of:

All persons and entities insured under a State Farm structural damage policy who: (1) made a structural damage claim for property located in the State of Ohio with a date of loss on or after April 22, 2015; and (2) received an actual cash value ("ACV") payment on that claim from which estimated Non-Material Depreciation was withheld from the policyholder, or who would have received an ACV payment but for the withholding of estimated Non-Material Depreciation causing the loss to drop below the applicable deductible.

If you are a member of the Class, you will automatically be included unless you take affirmative steps to exclude yourself. Both current and former State Farm insureds can be part of this lawsuit.

6. Are there exceptions to being included?

Excluded from the Class are: (1) all claims arising under policies (including endorsements, e.g., endorsement form FE-3650) expressly permitting the "depreciation" of "labor" within the text of the policy; (2) any claims in which State Farm's claim payments exhausted the applicable limits of insurance as shown on the declarations page; (3) State Farm and its affiliates, officers, and directors; (4) members of the judiciary and their staff to whom this Action is assigned; and (5) Class Counsel.

7. Understanding Class Membership

This Notice has been mailed to all people who are potentially eligible to receive money under the settlement, but it may also reach some people who are not in the Class. This series of questions may help you determine if you are a Class Member. Please consider all of the questions in order:

Question	Yes <u>or</u> Don't Know	No
Do you or did you have an Ohio structural insurance policy issued by State Farm Fire and Casualty Company?	Continue	You are not a Class Member.
Did you suffer a loss or damage to a dwelling or other structure located in the State of Ohio on or after April 22, 2015 through approximately August 2017, and make a claim with State Farm?	Continue	You are not a Class Member.
Did you receive an “actual cash value” payment that included a deduction for estimated depreciation of labor or other non-material costs or would you have received such a payment had you not had labor and other non-material depreciation deducted by State Farm in calculating “actual cash value”?	You may be a Class Member, subject to certain exclusions.	You are not a Class Member.

8. I'm still not sure if I am included.

If you are not sure whether you are included in the Class, you may call the following toll-free number 1-844-798-0747 with questions or visit www.Northpointe-v-StateFarm.com. If you remain uncertain, you should submit a properly completed claim form before the claim submission deadline, as described in Question 10, below.

Please do not call State Farm or your State Farm agent to discuss this lawsuit. You may, however, continue to call State Farm or your State Farm agent regarding any other insurance matters.

YOUR LEGAL RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, whether to make a claim, whether to object, or whether to be excluded, and you have to decide this by the deadlines stated in this Notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What am I entitled to receive if I timely submit a claim form?

Class Members who fully complete a claim form (“Claimants”) and timely mail it to the proper address or upload it to the proper website may be eligible for payment. (A copy of the claim form is attached to the back of this Notice.) State Farm has agreed, subject to the exceptions set out in response to Question 6 above and State Farm’s right to challenge or reduce the amount owed (as set forth further below), to pay Claimants the following:

- (1) **Group A: Settlement Claimants with Homeowners Policies Who Previously Received ACV Payments And Did Not Receive Full RCBs.** The Claim Settlement Payments to Claimants who (i) submitted insurance claims under a State Farm Homeowners Policy (specifically, forms FP-7955, FP-7954, FP-7956, or FP-7933), (ii) received an ACV payment from which estimated Non-Material Depreciation was initially deducted, and (iii) did not subsequently recover all available depreciation through payments of replacement cost benefits (“RCBs”), will be equal to 100% of the estimated Non-Material Depreciation that was initially deducted from the ACV payment and was not yet recovered through payments of RCBs, plus 50% of the estimated General Contractor

Overhead and Profit Depreciation (if any) that was initially deducted from the ACV payment and was not yet recovered through payments of RCBs, plus simple interest at 3.5% on those additional amounts to be paid from the date of the initial ACV payment through the date of Final Approval.

- (2) **Group B: Settlement Claimants with Homeowners Policies Who Previously Received Full RCBs After Initially Receiving an ACV Payment.** The Claim Settlement Payments to Claimants who (i) submitted insurance claims under a State Farm Homeowners Policy (specifically, forms FP-7955, FP-7954, FP-7956, or FP-7933), (ii) received an ACV payment from which estimated Non-Material Depreciation was initially deducted, and (iii) subsequently recovered all available depreciation through payments of RCBs will be equal to simple interest at 3.5% on the amount of estimated Non-Material Depreciation initially applied but subsequently recovered, plus simple interest at 3.5% on 50% of the estimated General Contractor Overhead and Profit Depreciation (if any) that was initially applied but subsequently recovered, calculated from the date of the initial ACV payment through the final replacement cost payment.
- (3) **Group C: Settlement Claimants with Homeowners Policies Who Would Have Received an ACV Payment But For Application of Non-Material Depreciation.** The Claim Settlement Payments to Claimants who (i) submitted insurance claims under a State Farm Homeowners Policy (specifically, forms FP-7955, FP-7954, FP-7956, or FP-7933), and (ii) did not receive an ACV payment due to the application of estimated Non-Material Depreciation, shall be equal to 100% of the portion of the estimated Non-Material Depreciation that the Settlement Class Member did not receive as an ACV payment solely because the application of Non-Material Depreciation caused the calculated ACV figure to drop below the applicable deductible, plus simple interest at 3.5% on those amounts to be paid from the date of the initial ACV payment through the date of Final Approval.
- (4) **Group D: Settlement Claimants with Non-Homeowners Policies.** The Claim Settlement Payments to Claimants who fit within the Class Definition but who submitted insurance claims under a State Farm structural damage policy other than a State Farm Homeowners Policy (specifically, policies other than forms FP-7955, FP-7954, FP-7956, or FP-7933), shall be equal to 50% of the amount that would otherwise be calculated above in Groups A, B, and C if the Claimant had submitted a claim under a State Farm Homeowners Policy.

Each category of payment set forth in 1, 2, 3 and 4 above is subject to State Farm's right to challenge or reduce the amount owed on the basis that (i) the Claimant is not a Class Member; (ii) the non-interest portion of the payment would exceed the applicable limit of liability under the Class Member's Policy; or (iii) the Non-Material Depreciation portion of the payment was already recovered through replacement cost benefits payments, as explained in the Settlement Agreement.

If you have more than one loss during the Class Period of April 22, 2015 through approximately August 2017, you will need to submit a separate claim form for each loss. State Farm's rights, and additional terms and explanation regarding how the payments are to be calculated, are set forth in the Settlement Agreement, which can be viewed at, or downloaded from www.Northpointe-v-StateFarm.com.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To ask for a payment, you must complete a claim form truthfully, accurately, and completely, to the best of your ability. The claim form must be signed. **You must then complete Step A or Step B:**

Step A: Mail the completed claim form to the following address, postmarked no later than August 24, 2023:

Northpointe v. State Farm Settlement
JND Legal Administration
PO Box 91458
Seattle, WA 9811

OR

Step B: Upload the completed claim form at www.Northpointe-v-StateFarm.com before midnight, Eastern Time, no later than August 24, 2023.

A blank copy of the claim form should have accompanied this Notice. You may obtain an additional blank claim form by downloading one from www.Northpointe-v-StateFarm.com or by calling the Settlement Administrator at 1-844-798-0747.

11. When will I get my payment?

If the Court grants “Final Approval” of the settlement, and if any appeals are resolved in favor of the settlement, then payment will be mailed to eligible Class Members after the claims administration process is completed. If you submit a claim form but do not qualify for a payment, you will be notified of that determination. This process can take time, so please be patient. In the meantime, if you move you must provide your updated address to the Settlement Administrator at the above address.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can’t sue or be part of any other lawsuit against State Farm over the legal claims in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

If you submit a Claim Form, or simply stay in the Class and do not exclude yourself (*see* Sections 13-15 regarding “Excluding Yourself from the Class”), you will agree to “release and discharge” all “Released Persons” of all “Released Claims.” You may view a full copy of the Settlement Agreement at www.Northpointe-v-StateFarm.com, which provides more information.

Here is the definition of “Released Claims” and “Released Persons” in the Settlement:

“Released Claims” means and includes any and all past, present and future claims arising from or in any way related to depreciation of any kind on claims within the class period (including, but not limited to, calculation, deduction, determination, inclusion, modification, omission, and/or withholding of depreciation), whether known or unknown, and that were asserted or could have been asserted in the Action to the full extent of res judicata protection. This release is not intended to prevent an individual Class Member from seeking and potentially recovering any RCBs that may still remain available under the terms of his or her Policy. Additionally, Released Claims do not include any claim for enforcement of this Stipulation of Settlement and/or the Final Order and Judgment.

“Released Persons” means, individually and collectively, (i) State Farm Fire and Casualty Company, and all of its past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, and legal representatives of the entities set forth in (i). The Released Claims extend only to claims arising under insurance policies issued by the Defendant.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this settlement or case for any reason, but you want to keep the right to individually sue State Farm about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Class.

13. How do I get out of the Settlement?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by regular mail. The letter must include: (i) the name of the case (*The Condominiums at Northpointe Association, et al. v. State Farm Fire and Cas. Co.*, Case No. 1:16-cv-01273, N.D. Ohio); (ii) a sentence expressly stating that you want to be excluded from the Class in this case, (iii) your name and address, and (iv) your personal signature (not the signature of your attorney). **You must mail this letter postmarked by June 24, 2023** to the Settlement Administrator at the following address:

Northpointe v. State Farm Settlement
c/o JND Legal Administration
PO Box 91458
Seattle, WA 98111

You cannot exclude yourself by phone or at the website.

There is a deadline to ask to be excluded. If you do not want to participate in the Class, then you must postmark the Exclusion Request letter by **June 24, 2023**.

14. If I don't exclude myself, can I sue State Farm for the same thing later?

No. Unless you exclude yourself, you give up any right to sue State Farm for the claims that this settlement resolves. You must exclude yourself from this Class to sue State Farm over the claims resolved by this settlement. Remember, the exclusion deadline is **June 24, 2023**.

15. If I exclude myself, can I get a payment from the Settlement?

No. If you exclude yourself, you should not submit a Claim Form to ask for a payment as it will be rejected.

OBJECTING TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you can tell the Court if you don't agree with the settlement or some part of it.

16. How do I tell the Court if I don't agree with all or part of the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. If you want to object, you must do so by the postmark deadline of **June 24, 2023**, and submit a written objection in that case to the Court, and send a copy to the Settlement Administrator as noted below. You must include the name and number of the case (*The Condominiums at Northpointe Association, et al. v. State Farm Fire and Cas. Co.*, Case No. 1:16-cv-01273, N.D. Ohio); your full name, current address, telephone number, and signature (or signature of your legally authorized representative); the name, current address, and telephone number of all lawyers or other persons working with, representing, or advising the you in connection with your objection; a statement of your membership in the Class, including all information required by the Claim Form; the specific reasons why you object to the Settlement; a statement as to whether you intend to appear at the Final Approval Hearing in person or through counsel; and a detailed

list of any other objections to class action settlement filed by the Objector in any court, whether state or federal, in the United States, in the previous five (5) years. If you do intend to appear at the Final Approval Hearing to object to the settlement, you must also provide with your written objection a detailed statement of the specific legal and factual basis for each objection; a list of any witnesses you will call at the hearing with each witness’s address and summary of their testimony; a detailed description of all evidence you will offer at the hearing with copies of the documents attached; and documentary proof of your membership in the Class. You or your lawyer may appear at the Final Approval Hearing if you have filed a written objection as provided above. (See the section on the “Court’s Final Approval Hearing” below). If you wish to object to the settlement and you do not serve a written Objection containing all of the information listed above, you may not be permitted to object to the Settlement and may be foreclosed from challenging the Settlement by any means, including potentially through an appeal. Members of the Settlement Class who do not timely make their Objections in this manner may be deemed to have waived all Objections and may not be entitled to be heard at the Final Approval Hearing. If you have a lawyer file an objection for you, he or she must follow all Court’s rules and you must list the attorney’s name, address, bar number and telephone number in the written objection filed with the Court.

File the objection with the Clerk of the Court by no later than June 24, 2023, or mail the objection to the Clerk of the Court at the address below so that it is postmarked no later than June 24, 2023.	Mail a copy of the objection to the Administrator at the following address so that it is postmarked no later than June 24, 2023:
Court	Administrator
U.S. District Court for the Northern District of Ohio 801 West Superior Avenue Cleveland, OH 44113	Northpointe v. State Farm Settlement JND Legal Administration PO Box 91458 Seattle, WA 98111

17. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class or the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

THE LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

The Court appointed the lawyers for Plaintiff and the additional class representatives in this case to represent the Class (“Class Counsel”). Those lawyers are Erik D. Peterson of ERIK PERSON LAW OFFICES, PSC; James A. DeRoche of GARSON JOHNSON LLC; Patrick J. Perotti and James S. Timmerberg of DWORKEN & BERNSTEIN CO., L.P.A.; and R. Eric Kennedy and Daniel P. Goetz of WEISMAN, KENNEDY & BERRIS CO., L.P.A.:

Erik D. Peterson
ERIK PETERSON LAW OFFICES, PSC
249 E. Main Street, Suite 150
Lexington, KY 40507
Tel: (800) 614-1957
erik@eplo.law

James A. DeRoche
GARSON JOHNSON LLC
101 West Prospect Avenue, Suite 1610
Cleveland, OH 44115
Tel: (216) 830-1000
jderoche@garson.com

Patrick J. Perotti
James S. Timmerberg
DWORKEN & BERNSTEIN CO., L.P.A.
60 South Park Place
Painesville, OH 44077
Tel: (440) 352-3391
pperotti@dworkenlaw.com
jtimmerberg@dworkenlaw.com

R. Eric Kennedy
Daniel P. Goetz
WEISMAN, KENNEDY & BERRIS CO., L.P.A.
101 West Prospect Avenue, Suite 1600
Cleveland, OH 44113
Tel: (216) 781-1111
ekennedy@weismanlaw.com
dgoetz@weismanlaw.com

The Court determined that these attorneys are qualified to represent the interests of the Class in this lawsuit. More information about their firms, their practices, and their lawyers' experience is available on the firm websites.

19. Should I get my own lawyer?

You may if you want, but you do not need to hire your own lawyer because Class Counsel represent the Class of which you may be a member. For example, you can hire a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, you will be responsible for the charges that lawyer requires you to pay for representing you.

20. How will Class Counsel get paid?

If you choose to remain in this lawsuit, you will not be required to pay attorneys' fees or expenses to Class Counsel out of your own pocket. As part of the Settlement, Class Counsel will ask the Court for their attorneys' fees and expenses to be paid in addition to the monetary benefits obtained for the Class. Class Counsel will ask the Court for up to \$4,004,000 for attorneys' fees, costs, and expenses, and will ask the Court to award the Class Representatives \$7,500 for their efforts in prosecuting this litigation ("Service Awards"). State Farm has agreed not to oppose Class Counsel's request for their fees, costs and expenses, and the Service Awards to the Class Representatives up to these amounts. The Court may award Class Counsel and the Class Representatives less than the amounts they request. State Farm will separately pay Class Counsel's fees, costs and expenses, and Class Representatives' Service Awards that the Court orders. ***These payments will not reduce the amount distributed to Class Members.*** State Farm will also separately pay the costs to send notice and to administer the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court has scheduled a Final Approval Hearing at 2:30 p.m. Eastern, on July 25, 2023 at the United States Courthouse in Cleveland, Ohio. At this hearing, the Court will consider whether the settlement is

fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may listen to people who have asked to speak about their objection provided that they comply with the requirements for objections described above. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and how much (if anything) to award the Class Representatives as Service Awards. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. If you wish to attend the hearing, or wish to present your objections to the Settlement, you may come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

23. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Final Approval Hearing. You cannot speak at the Hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do not submit a settlement claim, you'll get no payment from this settlement even if you qualify for one. But, unless you exclude yourself from the settlement, you won't be able to individually sue State Farm for the claims in this case.

GETTING MORE INFORMATION

25. How can I get additional information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can visit the website www.Northpointe-v-StateFarm.com where you will find the Court's Preliminary Approval Order, a copy of the Settlement Agreement, a copy of this Notice, the Claim Form, the Plaintiff's Complaint, and State Farm's Answer to the Complaint. You may also contact the Settlement Administrator at 1-844-798-0747.

Please do not call State Farm or your State Farm agent to discuss this lawsuit. You may, however, continue to call State Farm or your State Farm agent regarding any other insurance matters.

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR
CLERK OF THE COURT WITH QUESTIONS**

**PLEASE DO NOT CALL OR WRITE YOUR
STATE FARM AGENT WITH QUESTIONS**

**DIRECT ALL INQUIRIES TO CLASS COUNSEL
OR AN ATTORNEY OF YOUR OWN CHOOSING**

By Order of the United States District Court for the Northern District of Ohio

**THIS FORM MUST BE SIGNED AND RETURNED BY AUGUST 24, 2023.
SEE INSTRUCTIONS BELOW.**

CLASS ACTION SETTLEMENT CLAIM FORM

Unique ID: XXXXX

Name: Jane Doe
Address: 1234 Main Street, _____, OH

If you are a class member and timely complete and return this Claim Form by August 24, 2023, you may receive a check. If you do not complete the Claim Form, you will not receive any payment.

You are receiving this Claim Form as part of a class action settlement in the case of *The Condominiums at Northpointe Association, et al. v. State Farm Fire and Cas. Co.*, Case No. 1:16-cv-01273 (N.D. Ohio). The records of State Farm Fire and Casualty Company (“State Farm”) indicate that you may be eligible to receive money from the settlement because you made an insurance claim with State Farm for property damage benefits for the claim identified below. If you timely submit a completed and signed claim form, further information in State Farm’s records will be reviewed to determine whether you are a member of the Class, and if so, the amount of any settlement payment to which you may be entitled if the settlement is approved by the Court.

State Farm records reflect the following claim may be at issue in the class action settlement:

Policy Number: XXXXXXXXXXXX
Claim Number: XXXXXXXXXXXX
Date of Loss: X/X/201X
Address of Insured Premises: 1234 Main Street, _____, OH

This Claim Form applies only to the Covered Loss¹ listed above. If you had more than one Covered Loss during the Class Period (on or after April 22, 2015 through approximately August 2017) then you may submit separate Claim Form(s) for those losses, but you must separately complete, sign and timely submit a separate Claim Form to be eligible for payment on each of those other losses in the event that the settlement is approved by the Court.

Please do not call State Farm or your State Farm agent to discuss this lawsuit or this Claim Form. You may, however, continue to call State Farm or your State Farm agent regarding any other insurance matters.

If you have any questions, please visit www.Northpointe-v-StateFarm.com, send an email to info@Northpointe-v-StateFarm.com, or call 1-844-798-0747.

FOLLOW THE DIRECTIONS ON THE NEXT PAGE TO MAKE A CLAIM.

¹ “Covered Loss” means a first party insurance claim for a Structural Loss (*i.e.*, physical damage to a dwelling, business, or other structure in the State of Ohio while covered by a structural damage insurance policy issued by State Farm) that occurred on or after April 22, 2015 through approximately August 2017, which State Farm or a court of competent jurisdiction determined to be a covered loss.

Claim Number: XXXXXXXXXX

Unique ID: XXXXX

TO MAKE A CLAIM, DO THE FOLLOWING:

1. ANSWER THE FOLLOWING TWO QUESTIONS ONLY IF APPLICABLE:

Please provide your current mailing address only if the address listed above is not correct (*leave this answer blank if the above address is correct*):

If all of the State Farm named policyholders for the claim identified above are deceased or incapacitated, and you are submitting this Claim Form as the legally authorized representative, please state how and when you became the legally authorized representative and provide a copy of any documentation you may have supporting the fact that you are the legally authorized representative (*leave this answer blank if there is at least one named policyholder who is neither deceased nor incapacitated*).

2. SIGN AND DATE YOUR CLAIM FORM:

By signing below, I wish to claim any monies I may be owed under the Settlement. I have not assigned my rights to payment under this Settlement to anyone other than my mortgage lender (if any). The information in this Claim Form is true and correct to the best of my knowledge.

Signature	Print Name	Date
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3. MAIL YOUR CLAIM FORM OR SUBMIT IT ONLINE:

Once signed, this Claim Form must be either:

(1) scanned and uploaded on or before August 24, 2023 at the website www.Northpointe-v-StateFarm.com:

OR

(2) postmarked on or before August 24, 2023 and mailed to:

Northpointe v. State Farm Settlement
c/o JND Legal Administration
PO Box 91458
Seattle, WA 98111

CLAIMS ADMINISTRATION:

Please be patient. You will receive a letter telling you if you qualify for a payment. If the settlement is approved by the Court and if you do qualify for payment under the Settlement, your Settlement Check will be included with that letter.