

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

KIMBERLY STARLING, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,	)	Case Number 26SL-CC00138
)	
v.	)	Division 17
)	
FARMERS INSURANCE EXCHANGE,)	
FARMERS INSURANCE COMPANY, INC.,)	
and FARMERS INSURANCE EXCHANGE,)	
)	
Defendants.)	

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

Plaintiff Kimberly Starling, through her counsel and pursuant to Missouri Supreme Court Rule 52.08, submits her Motion for Preliminary Approval of Class Action Settlement, and states:

1. After engaging in class-wide discovery, mediation and extended arm’s length negotiations, the parties have reached a settlement in this matter that will provide class-wide relief.

2. Plaintiff Kimberly Starling brings a class action claim against Defendants Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Farmers Insurance Exchange (“Defendants”) under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.* Specifically, Plaintiff allege Defendants’ agents violated the protection of Section 227(c) and the TCPA’s corresponding regulations by sending unsolicited text messages to Plaintiff and the class members despite their phone numbers being registered on the National Do-Not-Call Registry. Defendants dispute these allegations.

3. Plaintiff seeks certification of the following settlement class:

From October 8, 2020, to the date of class certification, all persons: (1) who received two or more text messages during a 12- month period in connection with the marketing of Farmers’ products or services; (2) whose number was registered

on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. The class is limited to calls or text messages placed by or on behalf of Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. (“Settlement Class”).

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx

Excluded from the Settlement Class are Plaintiff’s counsel, Defendants, as well as the officers and directors of Defendants and the immediate family members of such persons, and the members of the Missouri judiciary.¹

4. The parties desire to settle the action based upon the terms and conditions set forth in the Settlement Agreement and Release executed by the parties which is attached as **Exhibit 1** to Plaintiff’s Memorandum in Support of Preliminary Approval of Class Settlement.

5. Plaintiff’s counsel have reviewed and analyzed the legal and factual issues presented in this action, the risks and expense involved in pursuing the litigation to conclusion, the likelihood of recovering damages in excess of or less than those obtained through this settlement, the protracted nature of the litigation and the likelihood, costs and possible outcome of one or more procedural and substantive appeals. Based on this review and analysis, after obtaining class-wide discovery, and after arms-length negotiations, including a mediation conducted by retired Federal District Court Judge Wayne Andersen and continued negotiations after the mediation, the parties desire to resolve the claims asserted.

6. As more fully detailed in the Settlement Agreement (the parties have agreed to settle this action as follows:

The Relief: Defendant will make available up to \$2,875,000.00 to pay class members’ claims, the cost of settlement administration (not to exceed \$55,000.00), representative service

¹ The settlement class is defined by the parties’ Settlement Agreement. The Settlement Agreement is attached as Exhibit 1 to Plaintiffs’ Memorandum in Support of Preliminary Approval of Class Action Settlement.

awards and attorneys' fees and litigation expenses. Each class member who submits a valid claim will receive up to \$425.00, subject to a *pro rata* downward adjustment depending on the number of claims submitted.

Payment to Class Representative: Plaintiff Starling will seek a payment of \$5,000 for serving as the Class Representative in this matter.

Payment to Class Counsel: Class Counsel will seek up to \$958,333.33 in full satisfaction of all reasonable attorneys' fees, costs and expenses incurred by Class Counsel in this matter and \$15,000.00 for counsel's share of the cost of mediation.

7. Plaintiff Starling seeks to be appointed as the class representative in this matter. Plaintiff has been active in this litigation and has no interests antagonistic to the class members. She seeks to obtain relief from Defendants in this matter for the Class.

8. Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max Morgan of The Weitz Firm, LLC, and James Shah and Kolin Tang of Miller Shah LLP seek to be appointed as class counsel in this matter. The firms have significant experience in class litigation and will protect the interests of the class. Also, class counsel have no known conflicts with the class. Plaintiff is not related to class counsel and class counsel's interests are directly adverse to Defendants' interests.

8. The parties have agreed to retain Atticus Administration, LLC ("Atticus") as the settlement administrator. Atticus is a nationally recognized settlement administration service, with extensive experience in the administration of class action settlements.

9. The parties request that the Court approve the form of class notice attached to the memorandum in support of this motion. The notice will be sent by U.S. mail to the last known address of those class members for whom the settlement administrator can obtain an address and also sent by e-mail to those class members for whom Defendant has e-mail addresses. Class

members may view more details about the case, including the notice on a settlement website established by the settlement administrator. The settlement administrator will also provide automated telephone support to address class member inquiries. Atticus has agreed to a hard cap of administrative fees of \$55,000.00.

10. The parties believe that the settlement of this action on the terms and conditions set forth in the Class Settlement Agreement are fair, reasonable and adequate, and in the best interests of the Class.

WHEREFORE, Plaintiff Kimberly Starling requests that the Court grant her Motion for Preliminary Approval of Class Action Settlement, and enter an order which:

- a) Grants preliminary approval of the proposed settlement;
- b) Certifies the proposed settlement class;
- c) Appoints Plaintiff as the class representatives;
- d) Appoints Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max Morgan of The Weitz Firm, LLC, and James Shah and Kolin Tang of Miller Shah LLP;
- e) Approves Atticus Administration LLC as the settlement administrator;
- f) Directs the mailing and e-mailing of notice to occur within 21 days following preliminary approval of the proposed settlement, and further notice of the settlement via a settlement website;
- g) Schedules a date for hearing for final approval; and,
- h) Grants such further relief as the Court deems just and proper.

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, a copy of the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Christopher E. Roberts

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

KIMBERLY STARLING, individually,)	
and on behalf of all others similarly situated,)	
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Plaintiffs,)	Case Number 26SL-CC00138
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v.)	Division 17
)	
FARMERS INSURANCE EXCHANGE,)	
FARMERS INSURANCE COMPANY, INC.,)	
and FARMERS INSURANCE EXCHANGE,)	
)	
Defendants.)	

**PLAINTIFF’S MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

The Court should grant preliminary approval of the parties’ settlement. The parties’ settlement agreement is attached as Exhibit 1 to this memorandum. Exhibit 1 also includes the proposed class notice agreed to by the parties.

The Court should preliminarily approve the settlement because this case satisfies the requirements necessary to certify a class under Missouri Supreme Court Rule 52.08. *See* Mo. S. CT. R. 52.08(a)-(c) (noting that the elements necessary to certify a class and that the court shall determine whether a case can be maintained as a class action).

Moreover, the Court should also preliminarily approve the settlement because the settlement is “fair, reasonable and adequate” as it provides substantial relief to the settlement class members, particularly in light of the uncertainty of the legal issues presented in this case. *See generally Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260, 266 (Mo. App. 2011) (noting that a class settlement must be “fair, reasonable and adequate” to be approved). The Court should therefore grant the Motion for Preliminarily Approval of Class Action Settlement.

I. Background

Plaintiff Kimberly Starling filed suit against Defendants Farmers Insurance Exchange, Farmers Insurance Company, Inc., and Farmers Insurance Exchange (“Defendants”) on October 8, 2024, in the United States District Court for the Central District of California.¹ Plaintiff alleged that Defendant, through its captive agents, violated Section 227(c) of the Telephone Consumer Protection Act (“TCPA”) by sending unsolicited text messages to Plaintiff and the putative class members despite their phone numbers being registered on the National Do-Not-Call Registry (“DNC List”). Specifically, Plaintiff alleged Defendants, through its agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, sent her three unsolicited text messages despite her phone number being on the DNC List. The allegations in the instant case are substantially the same as those presented in the federal court case (which was dismissed without prejudice). Defendants dispute the allegations.

Defendants filed an answer to the federal court complaint and the parties proceeded with class-wide discovery. Class-wide discovery revealed that there were approximately 8,039 people who received at least two text messages from Defendant, through its agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. *See* Settlement Agreement, Preambles, Section 3.2.

The parties then mediated the case with retired Federal District Court Judge Wayne Andersen on September 2, 2025. The parties got very close to resolving the case at mediation. The parties continued engaging in arm’s length negotiations after the mediation, until they reached a settlement. The parties executed the settlement agreement in January 2026.

¹ Much of the background in this section, and additional background, is set forth in Exhibit 2, Affidavit of Christopher E. Roberts, ¶¶ 16-20.

The settlement provides the class members significant relief.

Plaintiff seeks to certify the following class for settlement purposes:

From October 8, 2020, to the date of class certification, all persons: (1) who received two or more text messages during a 12- month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. The class is limited to calls or text messages placed by or on behalf of Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. ("Settlement Class").

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx

Excluded from the Settlement Class are Plaintiff's counsel, Defendants, as well as the officers and directors of Defendants and the immediate family members of such persons, and the members of the Missouri judiciary.

Settlement Agreement, Section 3.2. As Plaintiff has satisfied the necessary class certification requirements, the Court should certify the class.

II. Legal Standard

Whether a class should be certified is "based primarily upon the allegations in the petition." *Elsea v. U.S. Eng'g Co.*, 463 S.W.3d 409, 417 (Mo. App. 2015). Plaintiff's allegations are accepted as true when determining whether to certify a class. *Id.* A class is properly certified if the evidence in the record, taken as true, satisfies each requirement to certify a class under Rule 52.08. *Id.* While the instant case is a quintessential case to be certified as a class action, "courts should err in close cases in favor of certification because the class can be modified as the case progresses." *Meyer ex rel. Coplin v. Fluor Corp.*, 220 S.W.3d 712, 715 (Mo. banc 2007).

A class is properly certified when it meets the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(1), (2) or (3). Rule 52.08(a) requires that the class be sufficiently numerous (numerosity), that questions of law or fact are common to the class (commonality), that the claims or defenses of the class representatives are typical of the claims or defenses of the class

(typicality) and the class representatives will adequately represent the interest of the class (adequacy). MO. S. CT. R. 52.08(a)(1)-(4).

Here, Plaintiff seeks to certify a Rule 52.08(b)(3) class for settlement purposes. Rule 52.08(b)(3) requires that “questions of law or fact common to the members of the class predominate over any questions affecting only individual members” (predominance) and that a class action be “superior to other available methods for the fair and efficient adjudication of the controversy” (superiority). MO. S. CT. R. 52.08(b)(3).

Plaintiff has satisfied all of the requirements of Rules 52.08(a) and 52.08(b)(3). The court should therefore certify the case as a class action for settlement purposes.

III. The Court should preliminarily approve the settlement because each of the Rule 52.08 requirements necessary to certify a class are satisfied.

A. Each Rule 52.08(a) requirement is satisfied.

1. Numerosity is satisfied.

Numerosity is satisfied when “the class is so numerous that joinder of all members is impracticable.” MO. S. CT. R. 52.08(a)(1). There is no specific number of class members that makes a class sufficiently numerous. However, numerosity has been found to have been satisfied with as few as eighteen class members. *Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 168 (Mo. App. W.D. 2006) (citing cases).

Here, there are 8,039 people including Plaintiff, who are part of the putative class. Settlement Agreement, Preambles, Section 3.2; Roberts Affidavit, ¶¶ 18, 21. This is a sufficient number of class members. Moreover, joinder of all these persons would be impracticable. Thus, the numerosity requirement is satisfied.

2. Commonality is satisfied.

Commonality is satisfied when “there are questions of law or fact common to the class.” MO. S. CT. R. 52.08(a)(2). The rule “does not require that all issues in the litigation be common, only that common questions exist.” *Elsa*, 463 S.W.3d at 419. Commonality exists if “a single common issue [overrides] the litigation, despite the fact that the suit also entails numerous remaining individual issues.” *Id.* quoting *Meyer*, 220 S.W.3d at 716 (emphasis omitted). In other words, what matters most in class certification “is not the raising of common questions, but the ability of a classwide proceeding to generate common answers apt to drive resolution of the litigation.” *Id.* (internal quotation and citations omitted). The overarching legal issues applicable to Plaintiff and the putative class members are whether: (1) Defendant, through its agent Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson sent at least two text messages to Plaintiff and the putative class members despite their phone numbers being on the DNC List; and, (2) whether the sending of those text messages violates the Telephone Consumer Protection Act and its corresponding regulations.

Here, the common factual issue is that Plaintiff and the class members were sent unsolicited text messages from Defendant despite their phone numbers being on the DNC List. Thus, the commonality requirement of Rule 52.08(a)(2) is satisfied.

3. Typicality is satisfied.

Typicality is satisfied when “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” MO. S. CT. R. 52.08(a)(3).

All three elements of typicality are met in this case. First, Plaintiff’s and the class members’ claims all arise from receiving unsolicited text messages from Defendants’ agent, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, despite their phone numbers being registered

on the DNC List. Second, this identical conduct gives rise to the claim that Defendant violated the TCPA. Third, the facts underlying Plaintiff's and class members' claims are not markedly different – they are identical. The pertinent fact is that each person received unsolicited text messages from Defendant's agent, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, despite their phone numbers being on the DNC List. Plaintiff's claims are therefore typical of the claims of the class.

4. Adequacy is satisfied.

Adequacy is satisfied when “the representative parties will fairly and adequately protect the interests of the class.” MO. S. CT. R. 52.08(a)(4). The adequacy requirement applies to the class counsel and class representatives. Adequacy is satisfied where “class counsel is competent and qualified to conduct the litigation” and the proposed class representatives have “no interests antagonistic to the other proposed class members.” *Lucas Subway MidMo, Inc. v. Mandatory Poster Agency, Inc.*, 524 S.W.3d 116, 130 (Mo. App. 2017).

Plaintiff's counsel have extensive experience litigating class action cases and are competent and qualified to represent the class. Roberts Affidavit, ¶¶ 8-15; Ex. 3, Affidavit of Max Morgan, ¶¶ 8-15; Ex. 4, Affidavit of James C. Shah, ¶¶ 6-11; Ex. 5, Affidavit of Kolin C. Tang, ¶¶ 8-12. Counsel are undoubtedly competent and qualified to litigate this matter.

Plaintiff is also a more than adequate class representative. Class representatives meet the adequacy requirement if they do not have a conflict of interest that will adversely affect the interests of the class. *Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 172-73 (Mo. App. 2006). Plaintiff is not related to class counsel. Roberts Affidavit, ¶ 5. Plaintiff's interests are only antagonistic to those of Defendant, not the class members, as she is pursuing this action to seek recourse from Defendant on behalf of the class, for which she is a member. *Id.* at ¶ 7. Moreover,

Plaintiff has been dedicated and engaged in the pursuit and resolution of this case. *Id.* at ¶ 6. Indeed, she has been engaged in the case from start to finish, reviewing documents, producing records, and attending mediation. *Id.*

Each of the Rule 52.08(a) requirements have been satisfied and this case should be certified as a class action.

B. The Requirements of Rule 52.08(b)(3) are satisfied.

1. Common issues of law or fact predominate over individual issues.

The predominance requirement of Rule 52.08(b)(3) is also satisfied. Rule 52.08(b)(3) provides that a class may be certified if “the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members.” Mo. S. CT. R. 52.08(b)(3).

The predominance inquiry simply requires the court to determine whether the class seeks “to remedy a common legal grievance.” *Karen S. Little, L.L.C. v. Drury Inns, Inc.*, 306 S.W.3d 577, 580 (Mo. App. 2010) quoting *Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 175 (Mo. App. 2006). Predominance does not require that all questions of law or fact be common to the class, but that “common issues substantially predominate over individual ones.” *Id.* at 581. To determine whether a question is common or individual, the court looks at the “nature of the evidence required to show the allegations of the petition.” *Id.* A question is common, and therefore predominates, if the same evidence is necessary to answer the pertinent question of law or fact for each class member. *Id.*

The same evidence is necessary to answer the question of whether Plaintiff and the class members received unsolicited text messages from Defendants’ agent, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. Specifically, Defendants’ records identify the persons to

whom such text messages were sent, and the DNC List confirms registration of the class members on that list. Common issues therefore predominate.

2. A class action is a superior method of adjudicating this dispute.

The superiority requirement of Rule 52.08(b)(3) is also satisfied. Rule 52.08(b)(3) provides that a class may be certified if that a class action is “superior to other available methods for the fair and efficient adjudication of the controversy.” MO. S. CT. R. 52.08(b)(3).

The court considers the following factors when analyzing the superiority element:

- (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- (D) the difficulties likely to be encountered in the management of a class action.

MO. S. CT. R. 52.08(b)(3)(A)-(D); *see generally Karen S. Little, L.L.C.*, 306 S.W.3d at 583. The ultimate question, however, is whether it is more a class action is more efficient than other methods of adjudication. *Dale*, 204 S.W.3d at 182. Here, each of the Rule 52.08(b)(3) factors establish that a class action is the most efficient mechanism of adjudicating this dispute.

A class action is superior because it is in the interest of the members of the class to adjudicate this case on a class basis rather than by way of hundreds of individual actions. MO. S. CT. R. 52.08(b)(3)(A). To this end, the court considers “the inability of the poor or uninformed to enforce their rights, and the improbability that large numbers of class members would possess the initiative to litigate individually.” *Elsea*, 463 S.W.3d at 417 quoting *Dale*, 204 S.W.3d at 182. Here, there is little incentive to litigate the claims individually, as each text message at issue is

worth only up to \$500, and an absolute maximum of \$1,500 per text message under the TCPA. *See* 47 U.S.C. § 227(c)(5).

A class action is also superior because there is no pending litigation concerning this controversy with Defendant. MO. S. CT. R. 52.08(b)(3)(B). Counsel is unaware of any active litigation involving the precise issues as to this specific agent(s) of Defendants as is presented in this case. Roberts Affidavit, ¶ 4.

Furthermore, a class action is superior because it is desirable to adjudicate this dispute before this Court. MO. S. CT. R. 52.08(b)(3)(C). The parties have no qualms litigating the case in this Court and agree that this Court is a desirable forum to adjudicate this dispute, especially as Defendants' exchanges are located in this state.

Finally, a class action is superior because there are no difficulties likely to be encountered in the management of a class action. MO. S. CT. R. 52.08(b)(3)(D). Manageability considers the potential practical problems of maintaining the case as a class action. *Elsea*, 463 S.W.3d at 423. Here, there are no practical problems maintaining this case as a class action.

Each of the Rule 52.08(b)(3) requirements have been satisfied and this case should be certified as a class action.

IV. The Court should preliminarily approve the settlement because the settlement is fair, reasonable and adequate.

This settlement should be approved as it provides outstanding relief to the class. The settlement provides that each class member who submit a valid claim will receive up to \$425.00. Settlement Agreement, Sections 7 and 10. Defendant will make \$2,875,000.00 available to pay claims, attorneys' fees and litigation expenses, a representative service award, the cost of mediation and the cost of settlement administration. *See id.*

Ultimately, the Court's primary concern in determining whether to approve a settlement is to determine whether the settlement is "fair, reasonable and adequate." *Bachman*, 344 S.W.3d at 266. To make this determination, the Court considers:

(1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff's success on the merits; (5) the range of potential recovery; and (6) the opinions of class counsel"

Id. Each of these factors support a finding that the settlement is "fair, reasonable and adequate."

First, there is no fraud or collusion behind the settlement. Rather, the settlement was the product of extensive arm's length negotiations, including after a mediation with a retired federal district court judge, and negotiations thereafter. Roberts Affidavit, ¶¶ 19-20.

Second, this case presented an unsettled issue of law as to whether Defendant violated the TCPA by sending text messages to persons whose phone numbers were registered on the DNC List. Had the case progressed further, the parties would have taken multiple depositions, issued additional subpoenas, briefed class certification, briefed summary judgment, and likely would have prepared for trial. In short, this is an excellent result for the class in light of the uncertainties presented by this case.

As to the third factor, the parties only reached the terms of a settlement after completing written class-wide discovery. The parties were fully apprised of the facts and were in possession of the necessary class data to evaluate the case. As such, this factor also supports approval of the settlement.

The fourth factor, probability of success on the merits, also supports approval of the settlement. Again, as discussed above, Plaintiff presented issues that have not been clearly resolved by courts.

The fifth factor, the range of potential recovery, also supports approval of the settlement. Under Section 227(c) of the TCPA, the Court may award up to \$500 per violation (and up to \$1,500 if the violation was willful). 47 U.S.C. § 227(c)(5). Here, the class members who submit valid claims will receive significant relief of likely \$425. This significant relief supports approval of the settlement. *See, e.g., Fralish v. Ceteris Portfolio Services, LLC*, 2023 WL 6057378 (N.D. Ind. Sept. 15, 2023) (\$90 per potential class member); *Wesley v. Snap Fin. LLC*, 2023 WL 1812670 (D. Utah Feb. 7, 2023) (\$77.10 per potential class member); *Bonoan v. Adobe, Inc.*, 2020 WL 6018934 (N.D. Cal. Oct. 9, 2020) (\$83 per potential class member); *Williams v. Bluestem Brands, Inc.*, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (approximately \$7 per potential class member).

Finally, as to the final factor, class counsel recommends approval of the settlement. Roberts Affidavit, ¶¶ 25-30.

In short, the settlement is “fair, reasonable and adequate” and should be approved by the Court.

V. Conclusion

For the reasons stated in this memorandum, the Court should therefore grant preliminary approval of the parties’ settlement.

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, a copy of the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Christopher E. Roberts

SETTLEMENT AGREEMENT

Subject to the approval of the Court, this Settlement Agreement (“Agreement”) is entered into on the date of execution between Kimberly Starling (“Plaintiff”), on behalf of herself and a class of similarly-situated persons (identified and defined below as the “Settlement Class”) on the one hand, and Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Fire Insurance Exchange (collectively “Farmers”) on the other hand. Plaintiff and Farmers are collectively referred to as the “Parties.”

WHEREAS, on behalf of herself and a putative class of similarly situated persons, Plaintiff filed a civil action against Farmers in the United States District Court for the Central District of California, Case No. 2:24-cv-08644-FMO-KS (the “Lawsuit” or the “Action”);

WHEREAS, Plaintiff’s Class Action Complaint alleges that Farmers, through insurance agent Todd Henderson and the Todd Henderson Insurance Agency, Inc. (“Henderson Agency”), violated the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227(c), and the TCPA’s corresponding regulations by sending text messages to persons whose phone numbers were on the National Do-Not-Call Registry (“DNC List”);

WHEREAS, Farmers denies the allegations, and contends that it is not liable to the Plaintiff or the Settlement Class and that it has no legal liability for any acts or omissions of Todd Henderson, the Henderson Agency, or any other insurance agents, all of whom it contends are independent contractors, and further contends that the allegations contained in Plaintiff’s Class Action Complaint are not amenable to class certification;

WHEREAS, while denying all liability and without admitting or conceding fault or liability or the validity of Plaintiff’s claims, point of law or point of fact, or that Plaintiff or any proposed Class Member is entitled to any relief as a result of any alleged act or omission by

Farmers, Todd Henderson, or the Henderson Agency, or any of their agents and contractors, given the risks, uncertainties, and expense of continued litigation, Farmers has agreed to fully and finally settle all disputes regarding the transmission of marketing text messages by Todd Henderson or the Henderson Agency to the Settlement Class, subject to Court approval;

WHEREAS, Plaintiff recognizes that Farmers has raised various defenses and attacks to both the merits and class certification and given the burden, expense, risk and uncertainty of continuing these proceedings, Plaintiff has agreed to fully and finally settle all disputes asserted in the Lawsuit and believes such as a settlement is in the best interest of the Settlement Class;

WHEREAS, the Settlement Class includes 8,039 individuals whose phone numbers were on the DNC List that received at least two text message advertisements from insurance agent Todd Henderson or the Henderson Agency; and

WHEREAS, Class Counsel (identified below) have concluded that the terms and conditions of the Agreement provided herein are fair, reasonable, and adequate, and in the best interests of the Settlement Class as a means of resolving all disputes between and among the Parties in light of the risks of litigation.

WHEREFORE, the Parties stipulate and agree that the claims of the Settlement Class should be and are hereby compromised and settled, subject to the Court's approval, upon the following terms and conditions:

1. Recitals. The above-described recitals are incorporated herein and made a part hereof.
2. For Settlement Only. This Agreement is entered into for purposes of resolving all disputes between Farmers and all members of the Settlement Class. Assertions, statements, and representations herein are for settlement purposes only. If the Court does not finally approve this

Agreement, then the Parties expressly agree that this Agreement is null and void *ab initio* and may not be used by any Party for any purpose or reason.

3. Certification of the Settlement Class.

3.1. Farmers denies that Plaintiff has stated a valid claim for relief and further denies that it has any liability to Plaintiff and members of the Settlement Class under any legal theory. Farmers disputes that a class as defined by Plaintiff would be manageable and further denies that a litigation class properly could be certified on the claims asserted in this Litigation. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Farmers does not oppose the certification of the Settlement Class only for the purpose of this Agreement. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a litigation class is appropriate, nor would Farmers be precluded from challenging class certification in further proceedings in this Litigation or in any other action if the Agreement is not finalized or finally approved. If the Agreement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Litigation or any other judicial proceeding. No agreements made by or entered into by Farmers in connection with the Agreement may be used by Plaintiff, any Settlement Class Member, or any other person to establish any of the elements of any cause of action or class certification in any litigated proceedings, whether in this Litigation or any other judicial proceeding.

3.2. The "Settlement Class" shall be defined as follows:

For the four-year period prior to the filing of this lawsuit to the date of Class certification, all persons: (1) who received two or more text messages during a 12-month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. The class is limited to calls or text messages placed

by or on behalf of Todd Henderson Insurance Agency, Inc and/or R. Todd Henderson. (“Settlement Class”).

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx.

Excluded from the Settlement Class are Plaintiff’s counsel, Farmers, as well as the officers and directors of Farmers and the immediate family members of such persons, and the members of the Missouri judiciary.

4. Representation of the Settlement Class. Plaintiff will be appointed as the “Class Representative” and attorneys Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max Morgan of The Weitz Firm LLC and James Shah and Kolin Tang of Miller Shah LLP will be appointed as “Class Counsel.”

5. Dismissal Without Prejudice and Filing of New Complaint. Within seven (7) business days following the execution of this Agreement, the Parties agree to enter into and file a stipulation for dismissal without prejudice of the action now pending in the U.S. District Court for the Central District of California, Case No. 2:24-cv-08644-FMO-KS, pursuant to Rule 41 of the Federal Rules of Civil Procedure. Within seven (7) business days thereafter, counsel for Plaintiff shall file the action in the Circuit Court of St. Louis County, Twenty-First Judicial Circuit (the “Missouri Lawsuit” or “Missouri Action”). Farmers, through its counsel, agrees to accept service of the in the Missouri Lawsuit. Farmers agrees that the statute of limitations as to those persons falling within the class definition is and has been stayed during the pendency of the Lawsuit.

6. Preliminary Approval. Plaintiff will promptly move the Circuit Court of St. Louis County to enter an order preliminarily approving this settlement. A proposed “Order Preliminarily Approving Settlement, Certifying Settlement Class, and Authorizing Notice to the Settlement Class” (the “Preliminary Approval Order”) is attached as **Exhibit 1**.

7. The Settlement Fund. Farmers has agreed to make a total fund of Two Million, Eight Hundred Seventy-Five Thousand Dollars (\$2,875,000.00) (the “Settlement Fund”) available to settle this case. Under no circumstances shall Farmers be obligated to pay more than the Settlement Fund. The Settlement Fund will be distributed on a “claims-made” basis. Each Settlement Class Member will be entitled to make one (1) claim per cellular telephone number regardless of the number of text messages received by the Settlement Class Member on his or her cellular telephone number. Each class member who submits a valid claim will receive a payment of up to \$425, subject to a *pro rata* downward adjustment, depending on the number of claims submitted. Any portion of the Settlement Fund that is not paid on account of approved claims of Settlement Class Members, for the costs of settlement administration, to the Class Representative, or to Class Counsel as attorneys’ fees and costs shall remain the property of Farmers. Any settlement checks issued to any Settlement Class Member that remain uncashed or not negotiated or deposited after the period of time provided for in Paragraph 15 shall be deemed void and such funds shall be returned to Farmers. Farmers shall not be responsible for any payments or obligations other than those specified in this Agreement.

8. Mailing of Class Notice.

8.1. Settlement Notice. As used herein, “Settlement Notice” shall be defined as the first class mailing and e-mailing of notice to Settlement Class Members. Within twenty-one (21) days following preliminary approval of the settlement by the Court, Settlement Notice will be issued to the Settlement Class Members. The Parties will request that the Court approve as Settlement Notice a “Notice of Class Action and Proposed Settlement” and a Claim Form in the form attached hereto as **Exhibit 2**, and seek approval to send it by U.S. mail, and also via e-mail to any email addresses of Settlement Class Members that Farmers has access to in APEX from the

Henderson Agency. The Settlement Notice will refer the recipient to a settlement website. The settlement website will contain information about the settlement in the form attached as **Exhibit 3**, copies of relevant pleadings and court orders, copies of the notice and claim form (**Exhibit 2**), and the ability for class members to submit their claims electronically and to select their method of payment (i.e. check or digital payment). Recipients will also have the option of calling a toll-free telephone number maintained by the Settlement Administrator.

8.2. Address Confirmation. The Settlement Administrator, as defined herein, will undertake reasonable efforts using available databases and best practices to confirm or locate the current mailing addresses associated with each Settlement Class Member whose cellular telephone number appears as being a Settlement Class Member. The Settlement Administrator will check each address on the class list through the U.S. Post Office National Change of Address database. The Settlement Administrator will conduct a reasonable search to locate an updated address, according to best practices, for any Settlement Class Member whose Settlement Notice is returned as undeliverable. The Settlement Administrator will update addresses based on any forwarding information received from the United States Post Office. The Settlement Administrator will update addresses based on any requests received from persons in the Settlement Class.

9. Claims.

9.1. Claim Deadline. Settlement Class Members must submit a fully completed and executed claim form to receive a payment from the Settlement Fund. After payments for settlement administration, to Class Counsel and to the Class Representative, or any other payment required by this Agreement, each member of the Settlement Class who submits a timely and valid claim form shall be paid a pro rata share of the Settlement Fund up to \$425.00 per cellular telephone number regardless of the number of text messages received by a Settlement Class

Member. Only one claim per cellular phone number will be allowed. If more than one claim is filed for a cellular phone number (e.g. the subscriber and the primary user of the phone each submit a claim), the pro rata share of the Settlement Fund for that cellular phone number will be divided evenly between or among the valid claimants. Claim forms will be due within 75 days after the Settlement Notice is first sent. The Settlement Administrator will grant Settlement Class Members a reasonable opportunity to cure any deficient claims. Settlement Class Members must submit corrections electronically or by mail postmarked within 21 days from the date the notice to cure was sent. Any member of the Settlement Class who does not submit a claim form by the date set by the Court, as evidenced by postmark or other identifiable date of transmission, shall receive no compensation from the Settlement Fund.

9.2. Claim Form Content. To submit a qualifying claim, a Settlement Class Member must complete a claim form in the form attached as Exhibit 2 to be made available on a website created by the Settlement Administrator or otherwise provided to a Settlement Class Member by the Settlement Administrator upon request, and submit the fully completed and executed claim form to the Settlement Administrator (via mail, email or through the settlement website) that includes the following mandatory information:

- a. Name of the claimant;
- b. Current address of the claimant;
- c. Current contact phone number and email address of the claimant;
- d. The phone number that received the text message(s);
- e. Certification that the claimant was the subscriber or primary user of that phone number;
- f. Certification that the claimant did not visit any website to request insurance quotes from Farmers or its agents prior to the receipt of the call or text.

g. Certification that the claimant was not a Farmers customer at the time or within eighteen (18) months prior to receiving the call or text message.

9.3. Challenging Claim Determination. Upon request, the Settlement Administrator shall provide a list of accepted and rejected claims and copies of claim forms to counsel for the Parties. Either Party may challenge the Settlement Administrator's determination of the validity of a claim by filing a motion with the Court. Before filing a motion, the Parties and the Settlement Administrator will meet and confer to try to resolve any dispute.

10. Incentive Award and Attorneys' Fees. No later than thirty (30) calendar days after the notice deadline set forth in Paragraph 8.1, Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses, and for Incentive Award. Farmers agrees that it shall not oppose a request for payment of up to \$5,000 from the Settlement Fund, as an Incentive Award to Plaintiff for her service as class representative. Farmers agrees that it shall not oppose a request by Class Counsel to the Circuit Court for an award of up to 33% of the total Settlement Fund (\$958,333.33) for attorneys' fees, costs, and expenses incurred by Class Counsel in this matter and \$15,000 for Plaintiff's share of the cost of the mediation. The class member payments, fees, litigation expenses, and incentive award will be set forth in an order of the Court and paid from the Settlement Fund no later than five (5) calendar days after the Effective Date. The schedule for payment of the costs of settlement administration shall be determined mutually by Farmers and the Settlement Administrator. The payments of class member payments, attorneys' fees, expenses, and incentive payment set forth in this paragraph are subject to and dependent upon the Court's approval of the settlement, attorneys' fees, expenses, and incentive payment as fair, reasonable, adequate, and in the best interests of the Settlement Class. However, this Agreement is not dependent or conditioned upon the Court's approving Plaintiff's requests for attorneys' fees, expenses, or an incentive payment or awarding the particular amounts sought by Plaintiff or Class

Counsel.

11. Final Approval. The preliminary approval order will set a date after the entry of the preliminary approval order for a final fairness hearing, at which Plaintiff will request that the Court enter a Final Approval Order and Judgment in the form attached hereto as **Exhibit 4**. The fact that the Court may require non-substantive changes in the Final Approval Order and Judgment will not invalidate this Agreement or the settlement.

12. Effective Date. The “Effective Date” of this Agreement shall be the date five (5) business days after the date on which both the following are true: (a) the Court has signed the Final Approval Order and (b) the time for filing an appeal of the Final Approval Order or any other order of the Court related to this Agreement (including an order regarding Plaintiff’s requests for attorneys’ fees, expenses or incentive payment) has expired or, if appeals are filed, the date on which the Final Approval Order has been affirmed in all material respects or the appeal of any other order of the Court has been resolved by the appellate court of last resort to which such appeals have been taken and such affirmances or orders are no longer subject to further appeal or review. Plaintiff shall defend any appeal from the Final Approval Order and shall bear the responsibility of her own attorney’s fees, costs, and expenses arising from or necessitated by the defense of any such appeal.

13. Settlement Administrator. The term “Settlement Administrator,” as used in this Agreement, refers to the third-party administrator that will be paid from the Settlement Fund for administration of the settlement. Plaintiff may select an experienced Settlement Administrator and obtain a bid for services, subject to the approval of Farmers, and said approval shall not be unreasonably withheld. The costs of notice and settlement administration shall be reasonable, but in no event will exceed \$55,000.00. The Settlement Administrator shall be responsible for all

matters relating to the administration of the settlement, as set forth herein. This includes mailing and e-mailing notice to potential Settlement Class Members, setting up and maintaining a settlement website and toll-free telephone number, fielding inquiries about the settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting claims, directing the distribution of cash awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Settlement Administrator will provide periodic updates on the claims status to counsel for the Parties.

13.1. Settlement Website. The Settlement Administrator will establish a settlement website, www.StarlingTCPAclassaction.com. The settlement website will contain links to this Agreement (and exhibits), the petition, the motion for preliminary approval and supporting memorandum, the preliminary approval order, the class notice and a blank claim form for Settlement Class Members to print, fill out, sign and mail, email or submit electronically through the Settlement Website to the Settlement Administrator. The Settlement Website will be maintained until 180 days after the Effective Date.

13.2. Toll-Free Telephone Number. The Settlement Administrator will set up a toll-free telephone number for receiving toll-free calls related to the Agreement. That telephone number will be maintained until the Claim Deadline. After that time, and until 180 days after the Effective Date, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that details regarding the settlement may be reviewed on the Settlement Website.

14. Payment of Notice and Claims Administration Costs. Farmers will cause to be paid the reasonable costs of notice and settlement administration up to \$55,000.00, from the Settlement

Fund, upon receiving invoices from the Settlement Administrator on a schedule to be agreed upon by the Settlement Administrator and Farmers. The Settlement Administrator will maintain detailed records of the amounts spent on the administration of the Agreement and will provide that information to Farmers and Class Counsel monthly.

15. Payments. On the Effective Date, Farmers shall pay all attorneys' fees, litigation expenses, and incentive award approved by the Court in the Final Approval Order and Judgment, from the Settlement Fund by check or wire transfer to an account or accounts as directed by Class Counsel. Upon such transfer, Farmers' obligations for attorney's fees, litigation expenses and incentive award shall be fully and finally discharged. Farmers shall pay all valid class members' claims to an account as directed by the Settlement Administrator. Within 20 days after expiration of the claims period, the Settlement Administrator shall inform Farmers of the number of valid and approved claims submitted and the total amount necessary to fund the payment of the valid and approved claims. Within 20 days after receiving that information, Farmers shall pay to the Settlement Administrator monies sufficient to pay the approved claims. Payments for valid and approved claims shall be made by the Settlement Administrator within five (5) days of the Effective Date and receipt of the funds from Farmers. Checks issued to the Settlement Class members by the Settlement Administrator will be void one hundred twenty (120) days after issuance and shall state that fact on their face. Ninety (90) days after issuance of the payments, the Settlement Administrator shall send a notice by U.S. mail and also via-email (if known) to any Settlement Class Member that did not cash or negotiate or deposit their settlement check. Such notice shall inform these Settlement Class Members that they can request a new check or payment by contacting the Settlement Administrator within thirty (30) days from the date of the notice. Checks sent to Settlement Class Members for a second time will be void sixty (60) days after

issuance and shall state that fact on their face. The Settlement Administrator shall return any remaining funds to Farmers ninety (90) days after the final replacement check is issued.

16. Opting Out of the Settlement. Any Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a written Request for Exclusion to the Settlement Administrator. Requests for Exclusion will be due within sixty (60) days after the Settlement Notice is first sent. The Settlement Administrator shall provide copies of Request for Exclusion to Plaintiff's Counsel and Defense Counsel within three (3) business days of receipt. To be valid, a Request for Exclusion must state the Settlement Class Member's full name, address, e-mail address, telephone number(s) at which he or she received a text or call from Farmers or the Henderson Agency, and a telephone number at which he or she currently can be reached. Further, the Request for Exclusion must clearly state that the Settlement Class Member wishes to be excluded from the Agreement. Any Settlement Class Member who timely submits a valid Request for Exclusion will be excluded from the Settlement Class and will not be bound by the terms of this Agreement. Settlement Class Members may opt-out individually. Group opt-outs will not be considered valid. Settlement Class Members who do not submit a valid Request for Exclusion by the date set by the Court, as evidenced by postmark or other identifiable date of transmission, will be bound by this Agreement and any Court judgment.

17. Objections. Any Settlement Class Member who wishes to object to the Agreement must file a written Objection with the Court. Objections will be due within sixty (60) days after the Settlement Notice is first sent. The Objection must include: (1) the name, address, telephone number, and email address of the Settlement Class Member who is objecting and, if represented by counsel, of his/her counsel; (2) proof of receipt of a call or text messages they received from Farmers or the Henderson Agency; (3) proof that the objector was the subscriber or primary user

of the phone number that received the text messages and calls that are the subject of the Agreement; (4) the reasons for the Objection; and (5) a statement whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Missouri Action, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond and must appear for deposition within ten (10) business days, if a deposition is noticed. Settlement Class Members who fail to file and serve written Objections by the date set by the Court, as evidenced by postmark or other identifiable date of transmission, or fail to respond to discovery or make themselves available for deposition, shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement.

18. Releases.

18.1. Upon the Effective Date, Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement Class, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged Farmers Insurance Exchange, Fire Insurance Exchange, Farmers Insurance Company, Inc., Todd Henderson Insurance Agency, Inc., R. Todd Henderson. and their respective present or former attorneys-in-fact, parents, affiliates, predecessors, successors, subsidiaries, and all of their respective current and former officers, members of the board of governors, directors, partners, members, principals, insurers, insureds, employees, shareholders, attorneys, appointed insurance agents and assigns ("Released Parties") from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and nature arising under the Telephone Consumer

Protection Act, and any obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to marketing calls or text messages sent by or on behalf of Farmers prior to the date of the preliminary approval order (the "Released Claims"). "Released Claims" does not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim, including insurance coverage or policy claims, not related to the Lawsuit.

18.2. Upon the Effective Date, Farmers shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged Plaintiff and Class Counsel, and their respective past or present directors, officers, employees, principals, agents, attorneys, insurers, predecessors, heirs, successors, parents, subsidiaries, divisions and related or affiliated entities, from all claims based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Lawsuit, and all Released Claims, except for enforcement of this Agreement.

19. Class Enjoined. On the Effective Date, all members of the Settlement Class who did not exclude themselves as required by the notice (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurer) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as Settlement Class Members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Released Parties about the Released Claims; and all

persons and entities shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit as a class action against the Released Parties (including by seeking to amend a pending petition to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class members who have not timely excluded themselves from the Settlement Class if such other lawsuit is based on or arises from the Released Claims.

20. Right to Terminate the Agreement.

20.1. Either Side May Terminate the Agreement. Plaintiff and Farmers will each have the right to unilaterally terminate this Agreement by providing written notice of her or its election to do so (“Termination Notice”) to all other Parties within twenty (20) days of any of the following occurrences:

- (a) the Court rejects or declines to preliminarily or finally approve the Agreement;
- (b) an appellate court reverses the Final Approval Order, and the Agreement is not reinstated without material change by the Court on remand;
- (c) any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Agreement in any material respect, unless such modification or amendment is accepted in writing by all Parties.

20.2. Farmers May Terminate the Agreement. If a combined total of 5% or more Settlement Class Members properly opt-out of the settlement or submit timely objections, Farmers will have the right to terminate the Agreement in its entirety and the Agreement will be null and void for all purposes. The right to withdraw in this sub-paragraph can be exercised by any writing from Farmers stating that Farmers is terminating the Agreement, which is sent to opposing counsel

by e-mail or regular U.S. mail, no later than twenty (20) days after the expiration of the opt-out period.

21. No Admission of Liability.

21.1. Farmers denies any liability or wrongdoing of any kind associated with the alleged claims in the consolidated amended complaint, whether related to its conduct or the conduct of third parties purportedly acting on its behalf. Farmers has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Farmers that the Action is properly brought on a class or representative basis, or that classes may be certified in that Action, other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Farmers or of the truth of any of the allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Farmers in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and, (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

21.2. Not Admissible. Neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

22. Revert to Status Quo. If this Agreement is not preliminarily and finally approved by the Circuit Court in the Missouri Action, the Parties agree to voluntarily dismiss the Missouri Action and file in state or federal court in California or a mutually agreeable jurisdiction seeking approval of this Agreement. If either Plaintiff or Farmers or both terminate this Agreement as provided herein or if this Agreement is not preliminarily and finally approved in the Missouri Action or a subsequently filed lawsuit agreed upon by the Parties, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by any Court in connection with this Agreement will be vacated.

23. Cooperation. Plaintiff and Farmers and their counsel agree to cooperate fully with one another to effect the consummation of this Agreement and to achieve the settlement provided for herein.

24. Agreement Contingent Upon Entry of Final Approval. This Agreement is contingent upon the Court's entry of an order containing a judgment giving final approval to the terms of this Agreement. If the Court refuses to grant final approval of the terms of the settlement set forth herein, or if the Court's Final Approval Order and Judgment is reversed or substantially modified on appeal, then this Agreement shall be null and void, and no stipulation, representation, or assertion of fact made in this Agreement may be used against any Party. No Party to this Agreement, absent any substantive change by the Court, shall appeal any part of the approval of this Agreement by the Court.

25. Notices. Copies of requests for exclusion sent to the Settlement Administrator, copies of objections to the Agreement filed with the Court, and any other notices to Plaintiff and the Settlement Class related to the Agreement shall be sent to:

Christopher E. Roberts
Butsch Roberts & Associates LLC
7777 Bonhomme Ave., Suite 1300
Clayton, Missouri 63105

Copies of requests for exclusion sent to the Settlement Administrator and copies of objections to the Agreement filed with the Court, and any other notices to Farmers related to the Agreement shall be sent to its counsel addressed as follows:

Brian Hays
Troutman Pepper Locke
111 South Wacker Drive
Chicago, IL 60606
Brian.Hays@troutman.com

26. Court Submission. Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Circuit Court in the Missouri Action for preliminary approval. If the Court declines to grant preliminary approval of the settlement and to order notice of hearing with respect to the proposed Settlement Class, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved.

27. Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties as confirmed in writing.

28. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

29. Binding and Benefiting Others. This Agreement and the settlement shall be binding upon and inure to the benefit of the Parties, and to their respective present, former, or future attorneys-in-fact, parents, affiliates, predecessors, successors, subsidiaries, and all of their current and former respective officers, members of the board of governors, directors, partners, members, principals, insurers, insureds, employees, shareholders, attorneys, servants, agents, appointed insurance agents and assigns.

30. Warranties. The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights they may have with respect to the claims released in this Agreement, and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the Party(ies) for which he or she is signing.

31. Mutual Interpretation. The Parties agree and stipulate that the settlement was negotiated on an “arm’s-length” basis between parties of equal bargaining power. The Agreement has been drafted jointly by Class Counsel and Farmers’ counsel. Accordingly, this Agreement is not one of adhesion, is mutually created, and no ambiguity shall be construed in favor of or against any of the Parties. The Settlement Class acknowledges, but does not concede to or agree with, statements by Farmers regarding the merits of the claims or class certification and Farmers acknowledges, but does not concede to or agree with, any statements regarding the merits of the claims or class certification.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same

instrument. Electronically scanned and electronic signatures are acceptable for the execution of this Agreement.

33. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

34. Continuing Jurisdiction. Without affecting the finality of the final judgment, the Court in the Missouri Action shall retain continuing jurisdiction over the Litigation and the Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement and the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the order preliminarily approving the settlement, and the Final Approval Order and Judgment, and hearing and determining an application by Class Counsel for an award of fees and expenses. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) set forth below.

Dated: 1/6/2026 _____

Signed by:
Kimberly Starling
96E675EFDF2F4E0...

Kimberly Starling, individually and on behalf of
the settlement class

Dated: _____

Farmers Insurance Exchange
Signed by:
By: *Jessica Brostek-Maciel*
AAAF8ECA28C14B3...

Jessica Brostek-Maciel

(print name)
Assistant Secretary

Title

Dated: _____

Farmers Insurance Company, Inc.
Signed by:
By: *Jessica Brostek-Maciel*
AAAF8ECA28C14B3...

Jessica Brostek-Maciel

(print name)
Assistant Secretary

Title

EXHIBIT 1

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

KIMBERLY STARLING, individually, and)		
on behalf of all others similarly situated,))	
)	
Plaintiff,))	
	)	Case No.:
v.))	
	)	Division
FARMERS INSURANCE EXCHANGE,))	
<i>et al.</i> ,))	
)	
Defendants.))	

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

Plaintiff Kimberly Starling and Defendants Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Fire Insurance Exchange (collectively “Farmers”) in the above-captioned litigation pending before the Court have entered into a settlement of the above-referenced matter after lengthy litigation, mediation and extensive, arms-length settlement negotiations.

Plaintiff has made an application, pursuant to Missouri Supreme Court Rule 52.08 for an order for Preliminary Approval of the settlement of this Action upon the terms and conditions set forth in the Settlement Agreement (“Agreement”);

The Court has reviewed and considered the Agreement and accompanying Exhibits, and the Plaintiff’s application for such an order and found good cause for same;

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. The Settlement Class

1. Jurisdiction. The Court has jurisdiction over the Parties and the subject matter of the dispute, and the parties’ consent to this Court’s exercising of jurisdiction.

2. Conditional Certification of Settlement Class. Pursuant to Missouri Supreme Court Rule 52.08 and for purposes of the settlement only, the Court hereby certifies this action as a class action on behalf of the following Settlement Class:

From October 8, 2020 until the date of class certification, all persons: (1) who received two or more telemarketing calls or text messages placed by or on behalf of Todd Henderson Insurance Agency, Inc and/or R. Todd Henderson during a 12-month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls or texts were received; and (3) whose number is registered to an individual and not a business. . ("Settlement Class").

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx.

Excluded from the Settlement Class are Plaintiff's counsel, Farmers, as well as the officers and directors of Farmers and the immediate family members of such persons, and the members of the Missouri judiciary.

3. Appointment of Class Representative. Pursuant to Missouri Supreme Court Rule 52.08, the Court hereby finds that, for purposes of the Settlement, named plaintiff Kimberly Starling is a member of the Settlement Class and that, for Settlement purposes only, she adequately represents the interests of the Settlement Class Members. The Court hereby appoints Kimberly Starling as Class Representative of the Settlement Class.

4. Appointment of Class Counsel. Having considered the factors set forth in Missouri Supreme Court Rules 52.08, and having found counsel to be adequate, the Court hereby appoints Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max S. Morgan of The Weitz Law Firm, LLC, and James C. Shah and Kolin C. Tang of Miller Shah LLP as Class Counsel to represent the Settlement Class.

5. Settlement Administrator. The Court hereby approves the appointment of Atticus Administration, LLC, as Settlement Administrator.

6. Preliminary Findings. The Court, having conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement, hereby finds that the Settlement falls within the range of reasonableness meriting further proceedings and possible final approval and dissemination of the Class Settlement Notice to the Settlement Class. The Court finds, preliminarily, that the elements of Rule 52.08 are satisfied. The Court hereby preliminarily approves the Agreement, and the terms and conditions of the Settlement set forth therein, subject to further consideration in the Final Approval Hearing described below.

B. The Final Approval Hearing

7. Pursuant to Rule 52.08 of the Missouri Supreme Court Rules, the Court will hold a Final Approval Hearing on [75 days after Notice sent], 2026 at [] a.m., for the purposes of:

(a) Finally determining whether the Settlement Class meets all applicable requirements of Missouri Supreme Court Rule 52.08 and, thus, whether the litigation should be certified as a class action for purposes of effectuating the Settlement;

(b) Determining whether the Settlement on the terms and conditions set forth in the Agreement, is fair, just, reasonable, and adequate to the Settlement Class and should be approved by the Court;

(c) Considering the application of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as provided for in the Agreement;

(d) Considering the application of the Class Representative for an Incentive Award;

(e) Reviewing objections, if any, regarding the Agreement;

(f) Determining the validity of Requests for Exclusion, if any, and excluding from the Settlement Class those Persons who validly and timely opted out;

(g) Considering whether the Court should enter an Order Approving Class Action Settlement and Final Judgment; and

(h) Ruling upon other matters as the Court may deem necessary and appropriate.

C. Objections to Settlement.

9. Objection Procedure. Any Settlement Class Member who intends to object to any aspect of the Settlement, including the requested Attorneys' Fees and Expenses, or Incentive Award, must do so on or before the Opt-Out and Objection Date of [60 days after Notice mailed]. In order to object, the Settlement Class Member must file a written objection with the Court and serve them as set forth below. The Objection must include: (1) the name, address, telephone number, and email address of the Settlement Class Member who is objecting and, if represented by counsel, of his/her counsel; (2) proof of receipt of calls or text messages they received from Farmers, Todd Henderson Insurance Agency, Inc, or R. Todd Henderson; (3) proof that the objector was the subscriber or primary user of the phone number that received the text messages and calls that are the subject of the Agreement; (4) the reasons for the Objection; and (5) a statement whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in this lawsuit, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond and must appear for deposition within ten (10) business days, if a deposition is noticed. Settlement Class Members who fail to file

and serve written Objections by the date set by the Court, as evidenced by postmark or other identifiable date of transmission, or fail to respond to discovery or make themselves available for deposition, shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement.

Such objections papers must be sent physically or electronically to the Settlement Administrator and/or:

Clerk of the Court St. Louis County Circuit Court 105 S. Central Avenue Clayton, MO 63105	Class Counsel Christopher E. Roberts Butsch Roberts & Associates LLC 7777 Bonhomme Avenue, Suite 1300 Clayton, MO 63105
Defense Counsel Brian Hays Troutman Pepper Locke 111 South Wacker Drive Chicago, IL 60606	

10. Appearance at Final Approval Hearing. Attendance at the Final Approval Hearing is not necessary; however, any person wishing to be heard orally with respect to approval of the Settlement, the application for Attorneys’ Fees and Expenses, or the application for Plaintiff’s Incentive Award, are required to provide written notice of their intention to appear at the Final Approval Hearing no later than the Opt-Out and Objection Deadline as set forth in the Class Settlement Notice. Persons who do not intend to oppose the Settlement, Attorneys’ Fees and Expenses or Incentive Awards need not take any action to indicate their approval. A person’s failure to submit a written objection in accordance with the Opt-Out and Objection Deadline and the procedure set forth in the Class Settlement Notice waives any right the person may have to object to the Settlement, Attorneys’ Fees and Expenses, or Incentive Awards, or to appeal or seek other review of the Final Judgment or the Order Approving Class Action Settlement. Any

Settlement Class Member may enter an appearance in the Action at his or her own expense, individually or through counsel. All Settlement Class Members who do not enter an appearance will be represented by Class Counsel.

All papers in support of the Settlement and any application for an award of Attorneys' Fees and Expenses and/or Incentive Awards must be filed with the Court and served via the Court's electronic filing system at least seven (7) days prior to the Final Approval Hearing.

D. The Court Approves the Form and Method of Class Notices

11. Class Notices. The Court approves, as to form and content, the proposed Class Settlement Notice and Claim Form. The Court finds that the form of notice set forth in the Agreement is reasonably calculated to apprise Settlement Class Members of the pendency of the Action, their right to object to the proposed Settlement, opt out of the Settlement Class, or participate in the Settlement.

12. Distribution of Class Notices.

(a) The Court finds that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement meets the requirements of Missouri Supreme Court Rule 52.08 and due process, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto;

(b) The Court directs Plaintiff, through the Settlement Administrator, to establish a Settlement website, making available copies of this Order, Class Notice, Claim Form, the Agreement and all Exhibits thereto, instructions on how to submit Claims, Orders of the Court pertaining to the Settlement, and such other information as may be of assistance to Settlement Class Members or required under the Agreement;

(c) The Settlement Administrator shall cause the notice to be disseminated to Settlement Class Members within fourteen days following preliminary approval; and,

(d) The Settlement Administrator shall file, through Class Counsel, with the Court a statement of compliance with the notice procedures set forth in the Agreement no later seven (7) days prior to the Final Approval Hearing.

E. Procedure for Requesting Exclusion from the Settlement Class

13. Any Person falling within the definition of the Settlement Class may, upon his or her request, be excluded from the Settlement Class. Any such Person must submit a completed Request for Exclusion, signed by the Person, to the Settlement Administrator post-marked or via e-mail on the date no later than the Opt-Out and Objection Date (*i.e.*, sixty (60) days after the Notice is sent), as set forth in the Class Settlement Notice. Requests for Exclusion purportedly submitted on behalf of multiple Persons or classes of Persons are prohibited and will be deemed to be void. The Settlement Administrator shall provide copies of the completed Request for Exclusion to Class Counsel and Defense Counsel within three (3) days of receipt.

14. Any Settlement Class Member who does not send a completed, signed Request for Exclusion post-marked on or before the Opt-Out and Objection Deadline will be deemed to be a member of the Settlement Class for all purposes and will be bound by all further orders of the Court in this Action and by the terms of the Settlement, if finally approved by the Court. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in the Agreement shall have no rights under the Agreement and shall not be bound by the Settlement or the Final Judgment and the Order Approving Class Action Settlement.

F. Miscellaneous Provisions

15. Stay. Pending final determination of whether the Settlement should be approved, all discovery and all proceedings in the litigation unrelated to the approval of the Settlement, the application for Attorneys’ Fees and Expenses, and the Application for Incentive Award are stayed.

16. Termination of Settlement. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the settlement is terminated in accordance with the Agreement.

17. Use of Order. This Order shall not be used by any Party or otherwise or construed as an admission, concession, or a presumption by or against either Party of any fault, wrongdoing, failure of disclosure, improper or illegal business practice or waiver of any claim or defense that he, she, or it may have in the event the Agreement is terminated. In the event that this Order becomes of no force or effect, it shall not be construed or used as an admission, concession or presumption by or against the Defendant, the Plaintiff, or the Class.

18. Jurisdiction. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED:

Dated: _____, 2026

[Name of Judge], Division X
St. Louis County Circuit Court Judge

EXHIBIT 2

STARLING TCPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED (1) ONLINE at www.StarlingTCPASettlement.com, (2) VIA E-MAIL AT **XXXXX** OR (3) MAILED TO [ADDRESS]. THE CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY **[75 days after notice mailed - CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

1. My Name (First, M.I., Last): _____

2. My Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

3. Phone Number that received more than one call or text message from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers Insurance®: (____) _____ - _____

4. My Current Email Address: _____

5. My Current Contact Phone #: (____) _____ - _____ (You may be contacted if further information is required.)

6. By signing this form, I am certifying that the following statements are true:

- a. I was the subscriber or primary user of the phone number listed on line 3.**
- b. I did not visit any website to request an insurance quote from Farmers or its agents prior to receipt of the calls or text messages.**
- c. I was not a Farmers customer at the time I received the calls or text messages or within 18 months before receiving the calls or text messages.**

All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: _____

Date (mm/dd/yy):: __/__/__

Your claim may be submitted to the Settlement Administrator for review by mailing to the address below, submitting electronically at www.StarlingTCPASettlement.com or via e-mail to XXXX. If your Claim Form is incomplete, untimely, unsigned, or contains false information, it may be rejected. If accepted and the Settlement is approved by the Court, you will be mailed a check at the mailing address you provide above or provided payment electronically if you selected electronic payment by submitting this claim form online. This process takes time; please be patient.

Starling TCPA Settlement Administrator
P.O. Box XXXX
XXXXXX. XX 00000-0000

Questions? visit www.StarlingTCPAsettlement.com or call-**XXX-XXX-XXXXX** or email **XXXXXX**.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

KIMBERLY STARLING, individually, and)
on behalf of all others similarly situated,)
)
Plaintiff,)
)
v.)
)
FARMERS INSURANCE EXCHANGE,)
et al.,)
)
Defendants.)

Case No.:

Division

If you received two or more telemarketing calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance you may be a member of a Settlement Class

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

- The Settlement resolves a class action lawsuit over whether calls and text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, by calling or texting phone numbers registered on the National Do-Not-Call Registry.
- You are included if you received calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance from October 8, 2020, through [date of preliminary approval] and your cellular phone number appeared on a list produced in the litigation.
- Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Fire Insurance Exchange (collectively “Farmers”) will make available up to Two Million Eight Hundred and Seventy-Five Thousand dollars (\$2,875,000) to settle this class action (“Settlement Fund”). If you received more than one telemarketing call or text message from the Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance products or services, you can submit a claim to obtain a pro rata share of the Settlement Fund, up to \$425, after payment of administrative expenses, attorney’s fees and costs, and any service award to the named plaintiff. Your payment may be less depending on the number of claims submitted.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM CLAIM FORM POSTMARKED BY [75 DAYS AFTER NOTICE]	THE ONLY WAY TO GET A PAYMENT; claim form due [75 DAYS AFTER NOTICE]

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPASettlement.com

DO NOTHING	Get no payment. Give up rights.
ASK TO BE EXCLUDED FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION BY [60 DAYS AFTER NOTICE]	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Farmers about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY FILING A WRITTEN OBJECTION WITH THE COURT BY [60 DAYS AFTER NOTICE]	Write to the Court about why you don't like the Settlement.
REQUEST TO SPEAK AT THE FINAL APPROVAL HEARING BY INCLUDING A WRITTEN REQUEST IN THE OBJECTION FILED WITH THE COURT BY [60 DAYS AFTER NOTICE]	Ask to speak in Court about the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I receive a notice?

You may have received a notice in the mail because records indicate that you may have received calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers[®] insurance and your phone number appeared on a list produced in the case.

2. What is a class action and who brought the case?

In a class action, one or more people called Class Representatives (in this case, Kimberly Starling) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement. Here, the Court has certified a class action for settlement purposes only.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit claims that insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, made calls and sent text messages marketing Farmers[®] insurance products and services to consumers whose phone numbers were registered on the National Do-Not-Call Registry. The lawsuit claims that these telemarketing calls and text messages violated the Telephone Consumer Protection Act. Farmers denies these claims.

4. Why is there a settlement?

No Court has decided who should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with litigation, and Class Members will get compensation now rather than, if at all, years from now. The Class Representative and her attorneys believe that the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

The Court has found that everyone who fits this description is a member of the Settlement Class:

From October 8, 2020 until the date of preliminary approval, all persons: (1) who received two or more calls or text messages from Todd Henderson Insurance Agency, Inc and/or R. Todd Henderson during a 12-month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. ("Settlement Class").

Only those members of the Settlement Class who submit valid and timely Claim Forms certifying that they did not visit any website to request an insurance quote from Farmers or its agents prior to receipt of the calls or text messages and that they were not Farmers customer at the time they received the calls or text messages or within 18 months before receiving the calls or text messages will be eligible to receive a payment under the Settlement, in the event that the Court approves the Settlement at or after the Final Approval Hearing.

6. How do I know if I received one of these text messages?

If you received a notice in the mail or e-mail, records produced in the litigation indicate that you may have received two or more marketing calls or text messages. Approximately 8,039 people may have received calls and text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers[®] insurance between October 8, 2020, and the [date of preliminary approval].

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

If you are still not sure whether you are included, you can get free help by visiting the website www.StarlingTCPAsettlement.com, e-mailing [administrator e-mail address] or calling XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. How much will my payment be?

Class Members who submit valid Claim Forms certifying that they did not visit any websites to request insurance quotes from Farmers[®] insurance or its agents before the receipt of the calls or text message and that they were not a Farmers customer at the time of receiving the calls and text message(s) or within 18 months of receiving the calls or text message(s) before the deadline of [75 days after notice is sent CLAIMS DEADLINE] will each receive a pro rata share of the Settlement Fund up to \$425, after payment of administrative expenses, attorney's fees and costs, and any service award to the named plaintiff. The amount of your exact payment if you submit a valid and timely Claim Form cannot be calculated at this time because it will depend on the total number of valid claims that are submitted.

9. When will I get my payment?

The Court will hold a hearing on [FINAL APPROVAL DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain how long an appeal can take to resolve, and some appeals can last more than a year. If you submitted a valid and timely Claim Form, you should receive a check from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. All checks will expire and become void 180 days after they are issued.

HOW YOU GET A PAYMENT- SUBMITTING A CLAIM FORM

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPAsettlement.com

10. How can I get a payment?

If you want to participate in the Settlement, you must complete and submit a Claim Form by **[CLAIMS DEADLINE]**. Claim Forms can be found on-line at www.StarlingTCPAsettlement.com. Claim Forms can be submitted three ways. First, you can submit it online by uploading a signed Claim Form. Submitting a Claim Form this way is simple, free and takes only minutes! Second, you may submit your claim by signing and returning via mail the Claim Form contained in the postcard notice you received. The form should be mailed to: [Include mailing address]. Third, you can email a signed Claim Form to the Settlement Administrator at: [Include email address].

To obtain a copy of a Claim Form, go to www.StarlingTCPAsettlement.com, or email XXXXX, or call toll free, 1-XXX-XXX-XXXX.

YOUR RIGHTS AND OPTIONS**11. What happens if I do nothing?**

If you do nothing, you won't get any payment, and you will be barred from initiating a lawsuit or being part of any other lawsuit against Farmers and insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson for the claims being resolved by this Settlement.

12. Can I ask to be excluded from the Settlement?

If you exclude yourself from the Settlement, you cannot claim any money or receive any benefits from the Settlement. To exclude yourself, you must send a letter stating that you want to be excluded from the Settlement in the *Kimberly Starling v. Fire Insurance Exchange*, Case No. XXXXXXXXXXXX (Circuit Court of St. Louis County, Missouri). Your exclusion letter must also include your full name, address, telephone number(s) on which you received a call or text from Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance during the Class Period, and a telephone number at which you can be reached. Further, the letter must clearly state that you wish to be excluded from the Settlement. You must mail your exclusion request no later than **[60 days after notice sent - EXCLUSION DEADLINE]**, to the Settlement Administrator at **[insert address]** or via e-mail to the Settlement Administrator at **[add e-mail]**.

13. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money or settlement benefits. However, you do not release any rights you may have against Farmers, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson relating to the calls and text messages in this case.

14. If I do not exclude myself, may I bring my own lawsuit over the text messages?

No. Unless you exclude yourself, you give up any right to sue Farmers, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson for the claims in this lawsuit and resolved by this Settlement. If you have a pending lawsuit that may relate to the claims as part of this Settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **[60 days after notice is sent - EXCLUSION DEADLINE]**.

THE LAWYERS REPRESENTING YOU**15. Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys to represent you and other Class Members: Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max S. Morgan of The Weitz Law Firm, LLC, and James C. Shah and Kolin C. Tang of Miller Shah LLP. These attorneys are called "Class Counsel."

16. Should I get my own lawyer?

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPAsettlement.com

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may choose to hire one at your own expense.

17. How will the lawyers be paid?

Kimberly Starling will ask the Court to approve payment of up to 33% of the Settlement Fund for attorneys' fees (\$958,333.33) and in addition, expenses not to exceed \$15,000. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Kimberly Starling also will ask the Court to approve payment of \$5,000 for her service in representing the Class. The Court may award less than these amounts. The cost of notice and administration, attorneys' fees and expenses and service award are deducted from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

18. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Kimberly Starling v. Fire Insurance Exchange.*, Case No. **XXXXXXXXXXXX** (Circuit Court of St. Louis County, MO) Your letter or brief must also include: (1) your name, address, telephone number, and email address and, if represented by counsel, of your counsel; (2) proof of receipt of calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers[®] insurance during the Class Period; (3) proof that you were the subscriber or primary user of the phone number that received calls and text message from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers[®] insurance during the Class Period; (4) the reasons for your objection; and (5) a statement whether you intend to appear at the Final Approval Hearing, either with or without counsel. Your objection and any supporting papers must be submitted to the Settlement Administrator physically or electronically and/or sent physically and/or electronically to the Clerk of Court, Class Counsel and Defendant's Counsel at the following addresses no later than **[60 days - OBJECTION DEADLINE]**.

Court	Class Counsel	Farmers' Counsel
Clerk of the Court St. Louis County Circuit Court 105 S. Central Avenue Clayton, MO 63105	Christopher E. Roberts, Esq. Butsch Roberts & Associates LLC 7777 Bonhomme Avenue, Suite 1300 Clayton, MO 63105	Brian Hays, Esq. Troutman Pepper Locke 111 South Wacker Drive Chicago, IL 60606

If you file an objection, the parties will seek additional information from you and may also compel you to sit for a deposition on 10 days' notice. If you fail to file and serve your objection as specified above, fail to respond to any information request, and/or fail to make yourself available for deposition, you may be deemed to have waived your objection and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise.

19. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Class (i.e. don't exclude yourself from the Settlement). Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Final Approval Hearing at **[FINAL APPROVAL DATE AND TIME]** in the Circuit Court of St. Louis County, MO Division **XXX**, 105 S. Central Avenue, Clayton, MO 63105. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court

Questions? **Call 1-XXX-XXX-XXX** Toll Free, or Visit www.StarlingTCPAsettlement.com

will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections described above. The Court may also consider how much to pay Class Counsel and the amount of the incentive award to award to Kimberly Starling. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note that the hearing may be postponed to a different date or time. If you timely objected to the Settlement and told the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was submitted on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

22. How do I get more information?

You can visit www.StarlingTCPAsettlement.com for Court documents and further details. You may also call the Settlement Administrator toll free at 1-XXX-XXX-XXXX or contact the Settlement Administrator via e-mail at XXXXXX or contact Class Counsel (see above), if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. **PLEASE DO NOT DIRECT YOUR QUESTIONS TO THE COURT.**

EXHIBIT 3

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

KIMBERLY STARLING, individually, and)
on behalf of all others similarly situated,)
)
Plaintiff,)
)
v.)
)
FARMERS INSURANCE EXCHANGE,)
et al.,)
)
Defendants.)

Case No.:

Division

If you received two or more telemarketing calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance you may be a member of a Settlement Class

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

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- Farmers Insurance Exchange, Farmers Insurance Company, Inc. and Fire Insurance Exchange (collectively “Farmers”) will make available up to Two Million Eight Hundred and Seventy-Five Thousand dollars (\$2,875,000) to settle this class action (“Settlement Fund”). If you received more than one telemarketing call or text message from the Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance products or services, you can submit a claim to obtain a pro rata share of the Settlement Fund, up to \$425, after payment of administrative expenses, attorney’s fees and costs, and any service award to the named plaintiff. Your payment may be less depending on the number of claims submitted.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM CLAIM FORM POSTMARKED BY [75 DAYS AFTER NOTICE]	THE ONLY WAY TO GET A PAYMENT; claim form due [75 DAYS AFTER NOTICE]

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPASettlement.com

DO NOTHING	Get no payment. Give up rights.
ASK TO BE EXCLUDED FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION BY [60 DAYS AFTER NOTICE]	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Farmers about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY FILING A WRITTEN OBJECTION WITH THE COURT BY [60 DAYS AFTER NOTICE]	Write to the Court about why you don't like the Settlement.
REQUEST TO SPEAK AT THE FINAL APPROVAL HEARING BY INCLUDING A WRITTEN REQUEST IN THE OBJECTION FILED WITH THE COURT BY [60 DAYS AFTER NOTICE]	Ask to speak in Court about the Settlement.

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2. What is a class action and who brought the case?

In a class action, one or more people called Class Representatives (in this case, Kimberly Starling) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement. Here, the Court has certified a class action for settlement purposes only.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit claims that insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, made calls and sent text messages marketing Farmers[®] insurance products and services to consumers whose phone numbers were registered on the National Do-Not-Call Registry. The lawsuit claims that these telemarketing calls and text messages violated the Telephone Consumer Protection Act. Farmers denies these claims.

4. Why is there a settlement?

No Court has decided who should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with litigation, and Class Members will get compensation now rather than, if at all, years from now. The Class Representative and her attorneys believe that the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

The Court has found that everyone who fits this description is a member of the Settlement Class:

From October 8, 2020 until the date of preliminary approval, all persons: (1) who received two or more calls or text messages from Todd Henderson Insurance Agency, Inc and/or R. Todd Henderson during a 12-month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. ("Settlement Class").

Only those members of the Settlement Class who submit valid and timely Claim Forms certifying that they did not visit any website to request an insurance quote from Farmers or its agents prior to receipt of the calls or text messages and that they were not Farmers customer at the time they received the calls or text messages or within 18 months before receiving the calls or text messages will be eligible to receive a payment under the Settlement, in the event that the Court approves the Settlement at or after the Final Approval Hearing.

6. How do I know if I received one of these text messages?

If you received a notice in the mail or e-mail, records produced in the litigation indicate that you may have received two or more marketing calls or text messages. Approximately 8,039 people may have received calls and text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers[®] insurance between October 8, 2020, and the [date of preliminary approval].

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

If you are still not sure whether you are included, you can get free help by visiting the website www.StarlingTCPAsettlement.com, e-mailing [administrator e-mail address] or calling XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. How much will my payment be?

Class Members who submit valid Claim Forms certifying that they did not visit any websites to request insurance quotes from Farmers[®] insurance or its agents before the receipt of the calls or text message and that they were not a Farmers customer at the time of receiving the calls and text message(s) or within 18 months of receiving the calls or text message(s) before the deadline of [75 days after notice is sent CLAIMS DEADLINE] will each receive a pro rata share of the Settlement Fund up to \$425, after payment of administrative expenses, attorney's fees and costs, and any service award to the named plaintiff. The amount of your exact payment if you submit a valid and timely Claim Form cannot be calculated at this time because it will depend on the total number of valid claims that are submitted.

9. When will I get my payment?

The Court will hold a hearing on [FINAL APPROVAL DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain how long an appeal can take to resolve, and some appeals can last more than a year. If you submitted a valid and timely Claim Form, you should receive a check from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. All checks will expire and become void 180 days after they are issued.

HOW YOU GET A PAYMENT- SUBMITTING A CLAIM FORM

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPAsettlement.com

10. How can I get a payment?

If you want to participate in the Settlement, you must complete and submit a Claim Form by **[CLAIMS DEADLINE]**. Claim Forms can be found on-line at www.StarlingTCPAsettlement.com. Claim Forms can be submitted three ways. First, you can submit it online by uploading a signed Claim Form. Submitting a Claim Form this way is simple, free and takes only minutes! Second, you may submit your claim by signing and returning via mail the Claim Form contained in the postcard notice you received. The form should be mailed to: [Include mailing address]. Third, you can email a signed Claim Form to the Settlement Administrator at: [Include email address].

To obtain a copy of a Claim Form, go to www.StarlingTCPAsettlement.com, or email XXXXX, or call toll free, 1-XXX-XXX-XXXX.

YOUR RIGHTS AND OPTIONS**11. What happens if I do nothing?**

If you do nothing, you won't get any payment, and you will be barred from initiating a lawsuit or being part of any other lawsuit against Farmers and insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson for the claims being resolved by this Settlement.

12. Can I ask to be excluded from the Settlement?

If you exclude yourself from the Settlement, you cannot claim any money or receive any benefits from the Settlement. To exclude yourself, you must send a letter stating that you want to be excluded from the Settlement in the *Kimberly Starling v. Fire Insurance Exchange*, Case No. **XXXXXXXXXXXX** (Circuit Court of St. Louis County, Missouri). Your exclusion letter must also include your full name, address, telephone number(s) on which you received a call or text from Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance during the Class Period, and a telephone number at which you can be reached. Further, the letter must clearly state that you wish to be excluded from the Settlement. You must mail your exclusion request no later than **[60 days after notice sent - EXCLUSION DEADLINE]**, to the Settlement Administrator at **[insert address]** or via e-mail to the Settlement Administrator at **[add e-mail]**.

13. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money or settlement benefits. However, you do not release any rights you may have against Farmers, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson relating to the calls and text messages in this case.

14. If I do not exclude myself, may I bring my own lawsuit over the text messages?

No. Unless you exclude yourself, you give up any right to sue Farmers, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson for the claims in this lawsuit and resolved by this Settlement. If you have a pending lawsuit that may relate to the claims as part of this Settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **[60 days after notice is sent - EXCLUSION DEADLINE]**.

THE LAWYERS REPRESENTING YOU**15. Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys to represent you and other Class Members: Christopher E. Roberts and David T. Butsch of Butsch Roberts & Associates LLC, Max S. Morgan of The Weitz Law Firm, LLC, and James C. Shah and Kolin C. Tang of Miller Shah LLP. These attorneys are called "Class Counsel."

16. Should I get my own lawyer?

Questions? Call 1-XXX-XXX-XXX Toll Free, or Visit www.StarlingTCPAsettlement.com

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may choose to hire one at your own expense.

17. How will the lawyers be paid?

Kimberly Starling will ask the Court to approve payment of up to 33% of the Settlement Fund for attorneys' fees (\$958,333.33) and in addition, expenses not to exceed \$15,000. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Kimberly Starling also will ask the Court to approve payment of \$5,000 for her service in representing the Class. The Court may award less than these amounts. The cost of notice and administration, attorneys' fees and expenses and service award are deducted from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

18. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Kimberly Starling v. Fire Insurance Exchange.*, Case No. **XXXXXXXXXXXX** (Circuit Court of St. Louis County, MO) Your letter or brief must also include: (1) your name, address, telephone number, and email address and, if represented by counsel, of your counsel; (2) proof of receipt of calls or text messages from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance during the Class Period; (3) proof that you were the subscriber or primary user of the phone number that received calls and text message from insurance agents Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson marketing Farmers® insurance during the Class Period; (4) the reasons for your objection; and (5) a statement whether you intend to appear at the Final Approval Hearing, either with or without counsel. Your objection and any supporting papers must be submitted to the Settlement Administrator physically or electronically and/or sent physically and/or electronically to the Clerk of Court, Class Counsel and Defendant's Counsel at the following addresses no later than **[60 days - OBJECTION DEADLINE]**.

Court	Class Counsel	Farmers' Counsel
Clerk of the Court St. Louis County Circuit Court 105 S. Central Avenue Clayton, MO 63105	Christopher E. Roberts, Esq. Butsch Roberts & Associates LLC 7777 Bonhomme Avenue, Suite 1300 Clayton, MO 63105	Brian Hays, Esq. Troutman Pepper Locke 111 South Wacker Drive Chicago, IL 60606

If you file an objection, the parties will seek additional information from you and may also compel you to sit for a deposition on 10 days' notice. If you fail to file and serve your objection as specified above, fail to respond to any information request, and/or fail to make yourself available for deposition, you may be deemed to have waived your objection and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise.

19. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Class (i.e. don't exclude yourself from the Settlement). Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Final Approval Hearing at **[FINAL APPROVAL DATE AND TIME]** in the Circuit Court of St. Louis County, MO Division **XXX**, 105 S. Central Avenue, Clayton, MO 63105. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court

Questions? **Call 1-XXX-XXX-XXX** Toll Free, or Visit www.StarlingTCPAsettlement.com

will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections described above. The Court may also consider how much to pay Class Counsel and the amount of the incentive award to award to Kimberly Starling. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note that the hearing may be postponed to a different date or time. If you timely objected to the Settlement and told the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was submitted on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

22. How do I get more information?

You can visit www.StarlingTCPAsettlement.com for Court documents and further details. You may also call the Settlement Administrator toll free at 1-XXX-XXX-XXXX or contact the Settlement Administrator via e-mail at XXXXXX or contact Class Counsel (see above), if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. **PLEASE DO NOT DIRECT YOUR QUESTIONS TO THE COURT.**

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

KIMBERLY STARLING, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,	)	Case Number 26SL-CC00138
)	
v.	)	Division 17
)	
FARMERS INSURANCE EXCHANGE,)	
FARMERS INSURANCE COMPANY, INC.,)	
and FARMERS INSURANCE EXCHANGE,)	
)	
Defendants.)	

**AFFIDAVIT OF CHRISTOPHER E. ROBERTS IN SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, Christopher E. Roberts, being sworn on my oath, state:

1. I am over the age of eighteen, am of sound mind and am otherwise competent to make this affidavit. I have personal knowledge of the matters set forth in this affidavit.
2. This Affidavit is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Settlement, and Memorandum in Support of said motion.
3. I represent Plaintiff Kimberly Starling (“Plaintiff”). This matter concerns whether Defendant violated the Telephone Consumer Protection Act by sending, through its insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, marketing text messages to Plaintiff and the class members despite Plaintiff and the class members having their phone numbers registered on the National Do-Not-Call Registry (“DNC List”).
4. I am unaware of any active litigation against Defendant concerning the issues presented in this case that relate to these specific insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson.

5. I am not related to Plaintiff, nor is my law partner or co-counsel.

6. Plaintiff has been active in this litigation by: (1) producing information and documents, when requested; (2) meeting with counsel; (3) staying in contact with counsel about the status of the case; and, (4) participating in mediation. In short, Ms. Starling has been actively involved in this case.

7. Plaintiff's interests are antagonistic the interests of Defendants, in that Plaintiff is advocating for, and has always advocated for, getting the largest recovery possible from Defendants.

Biographical Information

8. I am a partner with the firm of Butsch Roberts & Associates LLC. I am a member in good standing of the Missouri Bar, and I have never been the subject of any disciplinary proceeding. In addition to being admitted to Missouri, I am also licensed to practice in the States of California, Illinois and Kansas. Furthermore, I am admitted to practice before The United States Court of Appeals for the Eighth Circuit, the United States Court of Appeals for the Ninth Circuit, the United States Court of Appeals for the Tenth Circuit, the United States District Court for the Northern District of Illinois, the United States District Court for the Southern District of Illinois, United States District Court for the Central District of Illinois, the United States District Court for the Eastern District of Missouri, the United States District Court for the Western District of Missouri, the United States District Court for the District of Kansas, the United States District Court for the Southern District of Texas, the United States District Court for the Northern District of Texas, the United States District Court for the Eastern District of Michigan, the United States

District Court for the District of Colorado, the United States District Court for the Central District of California and the United States District Court for the Northern District of California.

9. I am a 2009 graduate of the University of Missouri-Kansas City School of Law, where I received my Juris Doctor degree. I was admitted to the Missouri Bar in 2009, the Illinois Bar in 2010, the Kansas Bar in 2010 and the California Bar in 2025.

10. I present/speak to members of the Missouri Bar and nationally on class action practice and consumer law-related issues. This includes lectures for the Missouri Bar, the American Bar Association and other outfits.

11. In addition, I am a frequent contributor to the American Bar Association on class action-related issues. I am the author of a chapter in the 2018, 2020-2026 books published by the American Bar Association about class action law from each Circuit Court of Appeals. The chapter I authored in each publication focuses on class action jurisprudence in the Eighth Circuit Court of Appeals. I have also written multiple articles on class action-related issues that have been published by the American Bar Association.

12. I have been appointed to serve as class counsel in numerous cases, including, but not limited to: *Giancristofaro et al. v. Ima Pizza, LLC*, Case No. 23SL-CC04108, Circuit Court of St. Louis County (TCPA case); *Kimble v. First American Home Warranty*, Case No. 2:2023-cv-10034 (E.D. Mich.) (TCPA case); *Burnett v. Calcore Media, Inc.*, Case No. 4:2021-cv-03176 (S.D. Tex.) (TCPA case); *Smith v. Leif Johnson Ford, Inc.*, Case No. 19SL-CC01942, Circuit Court of St. Louis County (TCPA case); *Ruby v. Build A Bear Workshop, Inc.*, No. 4:21-cv-01152-JAR (E.D. Mo. 2021) (TCPA case); *Hester et al. v. Allstate Vehicle and Property Insurance Company*, Case No. 20-L-0462, Circuit Court of St. Clair County, Illinois; *Burnett v. Professional*

Credit Management, Case No. 21OZ-CC00192, Circuit Court of Ozark County; *Staunton Lodge No. 177, A.F. & A.M. v. Pekin Insurance Company*, Case No. 2020-L-001297, Circuit Court of Madison County, Illinois; *Martin v. Wakefield & Associates, Inc.*, Case No. 19SL-AC12801-01, Circuit Court of St. Louis County (FDCPA class action); *Harding and Moore v. Wakefield & Associates, Inc.*, Case No. 18SL-AC26348-01, Circuit Court of St. Louis County; *Maierhoffer v. Blitt & Gaines, P.C.*, Case No. 17SL-CC04297, Circuit Court of St. Louis County; *Harris v. Wakefield & Associates, Inc.*, Case No. 1722-CC11907, Circuit Court of the City of St. Louis (FDCPA class action); *Moore v. Family Dollar Stores, Inc.*, No. 14-01542-JAR (E.D. Mo. 2016); *Wallach v. Federal Financial Group LLC*, Circuit Court of St. Louis County, No. 15SL-CC01040-01 (TCPA case); *Kissel v. Liberty Acquisitions Servicing, LLC*, Case No. 1411-CC00504, Circuit Court of St. Charles County; *Lewis v. Spinnaker Resorts, Inc.*, Circuit Court of Christian County, No. 14AFCC00413-01; *Harbison v. Litow & Pech, P.C.*, Circuit Court of St. Louis County, No. 12SLCC03776-01; *Lemay v. Rocket Lawyer, Inc.*, Circuit Court of St. Louis County, No. 11SLCC04557. In addition, I performed substantial work on *In re: Life Time Fitness Telephone Consumer Protection Act (TCPA) Litigation*, No. 14-MD-2564, 2015 WL 77337334 (D. Minn. 2015) affirmed by *In re: Life Time Fitness, Inc., Tel. Consumer Protection Act (TCPA) Litig.*, 847 F.3d 619 (8th Cir. 2017). My law partner, David T. Butsch, was named as the class counsel from our firm in this case.

13. Butsch Roberts & Associates LLC is an AV rated law firm which began operating under my law partner, David T. Butsch, on November 1, 2008. The firm specializes in complex civil litigation, with an emphasis on consumer class litigation. The two members of the firm, David

T. Butsch and Christopher E. Roberts, have a combined litigation experience of more than 40 years.

14. Our firm is familiar with the laws and rules applicable to this case. Our firm is prepared to prosecute this case on behalf of Plaintiff and the putative class and dedicate the resources necessary to do so. Our firm has participated in numerous cases involving the issues at hand in this case.

15. This Affidavit sets forth a summary of the background of this lawsuit and the settlement negotiations upon which Plaintiff's counsel recommend that the Court preliminarily approve the settlement. I believe that these facts demonstrate that the settlement is fair, reasonable, and adequate, and should be preliminarily approved by the Court.

History of the Litigation, Discovery and Settlement

16. Plaintiff Kimberly Starling filed suit against Defendants on October 8, 2024, in the United States District Court for the Central District of California.

17. Plaintiff issued class-wide discovery to Defendant and Defendant responded to certain of Plaintiff's discovery requests. In addition, Plaintiff issued a subpoena to the Farmers® agent who sent the text messages at issue.

18. Through discovery, our team learned that there were approximately 8,039 people (including Plaintiff) who received more than one text message from Defendants agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, despite their phone numbers being registered on the DNC List.

19. The parties mediated the case with Retired Federal District Court Wayne Andersen on September 2, 2025. The parties made significant progress toward resolving the case at

mediation but did not fully resolve the case. The parties continued their arm's length negotiations after mediation.

20. The parties eventually reached the terms of a settlement and executed a formal settlement agreement in January 2026.

The Settlement Terms

21. Per the terms of the formal settlement agreement, the settlement class is defined as:

For the four-year period prior to the filing of this lawsuit to the date of Class certification, all persons: (1) who received two or more text messages during a 12- month period in connection with the marketing of Farmers' products or services; (2) whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. The class is limited to calls or text messages placed by or on behalf of Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. ("Settlement Class").

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx

Excluded from the Settlement Class are Plaintiff's counsel, Defendants, as well as the officers and directors of Defendants and the immediate family members of such persons, and the members of the Missouri judiciary.

22. The four-year period referred to in the class definition begins on October 8, 2020, which is four years before the initial lawsuit was filed in the United States District Court for the Central District of California.

23. The Settlement provides that Defendants will make available up to \$2,875,000.00 to pay class members' claims, the cost of settlement administration, the representative service awards and attorneys' fees and the cost of mediation. Each class member who submits a valid claim will receive up to \$425. This amount could potentially be less depending on the number of valid claims submitted. However, based on my experience with claims-made settlements and a

review of historical claims rates, I currently expect each class member who makes a valid claim to receive \$425 per post-opt-out text message.

24. I believe this is an excellent result for the putative class, particularly given the many risk factors discussed below.

Service Award and Class Counsel Fees and Expenses

25. Pursuant to the parties' agreement, Defendants agreed to pay, subject to Court approval, an amount no greater than \$958,333.33 in attorneys' fees and litigation expenses and \$15,000 for counsel's mediation costs. In addition, Defendants agreed to pay \$5,000 to Plaintiff for her service in the case.

Factors Supporting Approval of the Settlement

26. The risk at the time of suit and settlement was and remains substantial. For example, there was considerable risk as to whether Plaintiff stated a viable claim for relief.

27. Moreover, damages were also not a guarantee. Section 227(c)(5) provides for up to \$500 per violation (and up to \$1,500 if the violation was willful). Thus, the trier of fact could have awarded less than the amount made available to the class.

28. Defendants retained experienced litigators in this matter. Absent settlement, defense counsel would have continued to put forward several grounds for avoiding both liability and class certification.


29. This settlement was not reached until Plaintiff's counsel had conducted extensive pre- and post-suit analysis and investigation, completed written class-wide discovery, completed mediation, thoroughly researched the law and facts, and assessed the risks of prevailing at both the trial court and appellate levels.

30. Plaintiff's counsel's analysis leads to the conclusion that the proposed settlement is a fair and reasonable result for the putative class. In the end, the risk assessment process conducted by Plaintiff's counsel resulted in the conclusion that the proposed settlement is the best result for the class. This is true for several reasons, including the risk of losing at the class certification, liability, or damages stages. For example, a court may not have a certified a class. Even if the class prevailed upon certification as well as the liability and damages stages at one or more trials, Plaintiff's counsel would likely have to incur substantial non-recoverable costs for, e.g., expert witnesses, jury consultant fees, etc. These costs would be set off against any recovery. Moreover, Plaintiff's counsel's risk assessment also accounted for the time value of money.

31. Based upon these and other facts and considerations, Plaintiff's counsel recommends preliminary approval of the settlement.

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

Executed this 26th day of February, 2026.


Christopher E. Roberts

Subscribed and sworn before me this 26th day of FEBRUARY 2026.




Notary Public

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

KIMBERLY STARLING, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,	)	Case Number 26SL-CC00138
)	
v.	)	Division 17
)	
FARMERS INSURANCE EXCHANGE,)	
FARMERS INSURANCE COMPANY, INC.,)	
and FARMERS INSURANCE EXCHANGE,)	
)	
Defendants.)	

**AFFIDAVIT OF MAX S. MORGAN IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, Max S. Morgan, being sworn on my oath, state:

1. I am over the age of eighteen, am of sound mind and am otherwise competent to make this affidavit. I have personal knowledge of the matters set forth in this affidavit.

2. This Affidavit is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Settlement, and Memorandum in Support of said motion.

3. I represent Plaintiff Kimberly Starling (“Plaintiff”). This matter concerns whether Defendant violated the Telephone Consumer Protection Act by sending, through its insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, marketing text messages to Plaintiff and the class members despite Plaintiff and the class members having their phone numbers registered on the National Do-Not-Call Registry (“DNC List”).

4. I am unaware of any active litigation against Defendant concerning the issues presented in this case that relate to these specific insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson.

5. I am not related to either Plaintiff, nor is my law partner or co-counsel.

6. Plaintiff has been active in this litigation by: (1) producing information and documents, when requested; (2) meeting with counsel; (3) staying in contact with counsel about the status of the case; and, (4) participating in mediation. In short, Ms. Starling has been actively involved in this case and served as a model class representative thus far.

7. Plaintiff's interests are antagonistic to the interests of Defendants, in that Plaintiff is advocating for getting the largest recovery possible from Defendants.

Biographical Information

8. I am an attorney at The Weitz Firm, LLC ("TWF") and am admitted to practice law in the Commonwealth of Pennsylvania, the State of New Jersey and before the United States Patent and Trademark Office (USPTO). I have experience litigating complex matters, including class actions on behalf of consumers, and in particular, claims under the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA"). I have never been the subject of any disciplinary proceeding.

9. I have been named class counsel in the following TCPA cases: *Brittany Key v. Miracle Faith Center, Inc.*, Case No. 3:22-cv-00075, Dkt. 31 (N.D. Fla. Feb. 2, 2023); *Dianne Bear King Lucas v. Synchrony Bank, NBO*. 4:21-cv-70, Dkts. 46, 47 (N.D. Ind. Nov. 18, 2022); *Stephan Campbell v. Everything Breaks, Inc.*, Case No. 2:23-cv-00861-GMN-EJY, Dkt. 61 (D. Nev. Dec. 11, 2024); and *Natasha Hiller v. The Money Source, Inc.*, Case No. 2:23-cv-00235-JJT, Dkt. 67 (D. Ariz. May 7, 2025).

10. I am a 2013 graduate of Rutgers School of Law – Camden.

11. In 2013, I was admitted to the Bar in Pennsylvania and New Jersey. Since then, I have been admitted to practice before the United States Patent and Trademark Office (USPTO), the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the Middle District of Pennsylvania, the United States District Court for the District of New Jersey, the United States District Court for the Northern District of Illinois, the United States District Court for the Northern District of Indiana, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Western District of Wisconsin; the United States District Court for the Northern District of Ohio, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Texas; the United States District Court for the Southern District of Texas; the United States District Court for the Western District of Tennessee; the United States District Court for the Western District of Texas; the United States District Court for the Eastern District of Texas; the United States Court of Appeals for the Federal Circuit, the United States Court of Appeals for the First Circuit; the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Sixth Circuit, the United States Court of Appeals for the Seventh Circuit; and the United States Supreme Court. From time to time, I have appeared in other State and Federal District Courts *pro hac vice*. I am in good standing in every court to which I am admitted to practice.

12. I am admitted to practice before this Court *pro hac vice*.

13. I was an associate at Volpe and Koenig, P.C., an intellectual property boutique law firm located in Philadelphia, PA from 2013-2016 and again from 2017-2018. During my time at Volpe and Koenig, P.C. I prosecuted a variety of patent applications spanning various

technologies. I also litigated a number of patent infringement and trademark infringement matters, from inception to trial.

14. From 2016-2017, I served as a term law clerk to the Honorable Mary Little Cooper, United States District Judge for the District Court of New Jersey.

15. Prior to joining TWF in 2020 to focus on representing plaintiffs in a variety of matters, I was an associate at DLA Piper, LLP from 2018-2020.

TWF's Willingness and Ability to Protect Class Members

16. TWF, along with other counsel in this matter, have, and will continue to, vigorously protect the interests of members of the proposed class.

17. TWF, along with other counsel in this matter, have advanced all costs necessary to prosecute this action, including hiring an expert witness, performing written discovery and taking depositions and will continue to do so as this case proceeds.

18. Should this Court certify the proposed class, TWF along with other counsel in this matter, are able to pay for the costs of, and will provide notice to, the members of the proposed class in a manner approved by the Court.

19. TWF has no known conflict with the proposed class.

20. For the reasons set forth herein and in the accompanying motion, I respectfully request that this Court grant Ms. Starling's motion for class certification appoint Ms. Starling as the class representative, and appoint Butsch Roberts & Associates, LLC, The Weitz Firm, LLC, and Miller Shah LLP as class counsel.

21. This Affidavit sets forth a brief summary of the background of this lawsuit and the settlement negotiations upon which Plaintiff's counsel recommend that the Court preliminarily

approve the settlement. I believe that these facts demonstrate that the settlement is fair, reasonable, and adequate, and should be preliminarily approved by the Court.

History of the Litigation, Discovery and Settlement

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23. Plaintiff issued class-wide discovery to Defendant and Defendant responded to certain of Plaintiff's discovery requests. In addition, Plaintiff issued a subpoena to the Farmers® agent who sent the text messages at issue.

24. Through discovery, our team learned that there were approximately 8,039 people (including Plaintiff) who received more than one text message from Defendants agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, despite their phone numbers being registered on the DNC List.

25. The parties mediated the case with Retired Federal District Court Wayne Andersen on September 2, 2025. The parties made significant progress toward resolving the case at mediation but did not fully resolve the case. The parties continued their arm's length negotiations after mediation.

26. The parties eventually reached the terms of a settlement and executed a formal settlement agreement in January 2026.

The Settlement Terms

27. Per the terms of the formal settlement agreement, the settlement class is defined as:

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than 30 days at the time the calls were received; and (3) whose number is registered to an individual and not a business. The class is limited to calls or text messages placed by or on behalf of Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson. (“Settlement Class”).

The class consists of 8,039 class members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx

Excluded from the Settlement Class are Plaintiff’s counsel, Defendants, as well as the officers and directors of Defendants and the immediate family members of such persons, and the members of the Missouri judiciary.

28. The Settlement provides that Defendants will make available up to \$2,875,000.00 to pay class members’ claims, the cost of settlement administration, the representative service awards and attorneys’ fees and the cost of mediation. Each class member who submits a valid claim will receive up to \$425. This amount could potentially be less depending on the number of valid claims submitted. However, based on my experience with claims-made settlements and a review of historical claims rates, I currently expect each class member who makes a valid claim to receive \$425 per post-opt-out text message.

29. I believe this is an excellent result for the putative class, particularly given the many risk factors discussed below and other approved settlements in TCPA class actions.

Service Award and Class Counsel Fees and Expenses

30. Pursuant to the parties’ agreement, Defendants agreed to pay, subject to Court approval, an amount no greater than \$958,333.33 in attorneys’ fees and litigation expenses and \$15,000 for counsel’s mediation costs. In addition, Defendants agreed to pay \$5,000 to Plaintiff for her service in the case.

Factors Supporting Approval of the Settlement

31. The risk at the time of suit and settlement was and remains substantial. For example, there was considerable risk as to whether Plaintiff stated a viable claim for relief.

32. Moreover, damages were also not a guarantee. Section 227(c)(5) provides for up to \$500 per violation (and up to \$1,500 if the violation was willful). Thus, the trier of fact could have awarded less than the amount made available to the class.

33. Defendants retained experienced litigators in this matter. Absent settlement, defense counsel would have continued to put forward several grounds for avoiding both liability and class certification.

34. This settlement was not reached until Plaintiff's counsel had conducted extensive pre- and post-suit analysis and investigation, completed written class-wide discovery, completed mediation, thoroughly researched the law and facts, and assessed the risks of prevailing at both the trial court and appellate levels.

35. Plaintiff's counsel's analysis leads to the conclusion that the proposed settlement is a fair and reasonable result for the putative class. In the end, the risk assessment process conducted by Plaintiff's counsel resulted in the conclusion that the proposed settlement is the best result for the class. This is true for several reasons, including the risk of losing at the class certification, liability, or damages stages. For example, a court may not have certified a class. Even if the class prevailed upon certification as well as the liability and damages stages at one or more trials, Plaintiff's counsel would likely have to incur substantial non-recoverable costs for, *e.g.*, expert witnesses, jury consultant fees, etc. These costs would be set off against any recovery. Moreover, Plaintiff's counsel's risk assessment also accounted for the time value of money.

36. Based upon these and other facts and considerations, Plaintiff's counsel recommends preliminary approval of the settlement.

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

Executed this 26th day of February, 2026.

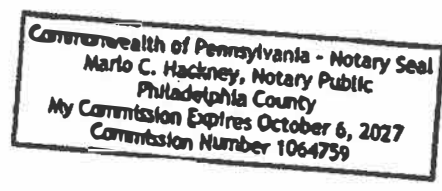


Max S. Morgan

Subscribed and sworn before me this 26th day of Feb., 2026.



Notary Public



5. I am not related to Plaintiff, nor is anyone affiliated with my Firm.

Biographical Information

6. I joined the Firm currently known as Miller Shah LLP as a Partner in 2002. I began working at Pelino & Lentz, P.C. in Philadelphia, Pennsylvania, during the Summer of 1996. I am admitted to practice law in the states of California, New Jersey, New York, the Commonwealth of Pennsylvania and Wisconsin, as well as numerous federal courts, including the United States District Courts for the Southern, Northern, Central and Eastern Districts of California; the District of Connecticut; the Eastern District of Pennsylvania; the District of New Jersey and Eastern District of Wisconsin; and the United States Court of Appeals for the Second Circuit, Third Circuit, Ninth Circuit and Eleventh Circuit, as well as the United States Supreme Court. In addition to these courts and jurisdictions, I have worked on cases with local and co-counsel nationwide and internationally. I concentrate my practice on consumer and qui tam litigation, as well as complex commercial and employment matters. I earned my undergraduate degree in Political Science from the University of Oregon and my law degree from Temple University School of Law.

7. I routinely present/speak at conferences nationally on class action practice and complex litigation matters.

8. Miller Shah has a lengthy history of representing consumers, employees, businesses and other clients in class actions and other commercial litigation. A representative sample of the Firm's consumer cases in which I served as lead or co-lead counsel includes the following:

- Co-Lead Counsel: *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*, MDL No. 2540 (D.N.J.) (Hon. Chief Judge Jerome B. Simandle) (\$60 million common fund settlement of claims involving defective diesel emissions control technology);

- Co-Lead Counsel: *Q+Food v. Mitsubishi Fuso Truck of America, Inc.* (D.N.J.), 3:14-cv-06046 (Hon. Douglas E. Arpert) (\$17.5 million common fund settlement of claims involving defective diesel emissions control technology);
- Co-Lead Counsel: *Rodman v. Safeway Inc.*, (N.D. Ca.), 3:11-cv-03003 (Hon. Jon S. Tigar) (\$43 million damages judgment involving overcharges for groceries delivered to homes);
- Co-Lead Counsel: *In re: Ford Motor Co. Spark Plug and 3-Valve Engine Products Liability Litigation* (N.D. Oh.), 1:12-md-02316 (Hon. Benita Y. Pearson) (nationwide settlement of engine defect claims);
- Co-Lead Counsel: *In re Land Rover LR3 Tire Wear Products Liability Litig.*, MDL No. 2008 (C.D. Cal.) (Hon. Andrew J. Guilford) (nationwide settlement of alignment defect claims);
- Co-Lead Counsel: *In re: Michelin North America, Inc. PAX System Marketing and Sales Practices Litigation*, MDL No. 1911 (D. Md.) (Hon. Robert W. Titus) (nationwide settlement of vehicle defect claims);
- Co-Lead Counsel: *Chandran v. BMW of North America, LLC, et al.*, Case No. 2:08-CV-02619 (D.N.J.) (Hon. Katharine S. Hayden) (nationwide settlement of tire defect claims);
- Plaintiffs' Steering Committee: *In re Whirlpool Corp. Front Loading Washer Products Liability Litigation*, MDL No. 2001 (N.D. Oh.) (Hon. Christopher A. Boyko) (nationwide settlement of washing machine defect claims);
- Co-Lead Counsel: *Henderson, et al. v. Volvo Cars of N.A., LLC*, 2:09-cv-04146 (D.N.J.) (Hon. Claire C. Cecchi) (nationwide settlement of defective transmission claims);
- Plaintiffs' Steering Committee: *In re: Dial Complete Marketing and Sales Practices Litigation*, MDL 2263 (D.N.H.) (Hon. Steven J. McAuliffe);
- Co-Lead Counsel: *In re: LG Front Load Washing Machine Class Action Litig.*, 2:08-cv-00051 (D.N.J.) (Hon. Madeline Cox Arleo) (nationwide settlement of washing machine defect claims);
- Plaintiffs' Steering Committee: *In re: MI Windows and Doors Inc. Products Liability Litigation*, MDL 2333 (D.S.C.) (Hon. David C. Norton) (nationwide settlement of window defect claims);

- Co-Lead Counsel: *D'Andrea v. K. Hovnanian, et al.*, L-734-06 (Sup. Ct. NJ) (Hon. Jean B. McMaster) (\$21 million common fund settlement of claims involving defective HVAC systems);
- Co-Lead Counsel: *Koertge, et al. v. LG Electronics USA, Inc.*, No. 2:12-cv-6204 (D.N.J.) (Hon. Jose L. Linares) (nationwide settlement of stereo defect claims);
- Co-Lead Counsel: *Leiner v. Johnson & Johnson Consumer Companies, Inc.*, 15-cv-5876 (N.D. Ill.) (Hon. Elaine E. Bucklo) (nationwide settlement of false advertising claims);
- Co-Lead Counsel: *Gay v. Tom's of Maine, Inc.*, 14-cv-60604 (S.D. Fl.) (Hon. Chief Judge K. Michael Moore) (nationwide settlement of false advertising claims);
- Co-Lead Counsel: *Trewin v. Church & Dwight Co., Inc.*, 3:12-cv-01475 (D.N.J.) (Hon. Michael A. Shipp) (nationwide settlement of false advertising claims); and
- Lead Counsel: *Shorewest Realtors, Inc. v. Journal Sentinel, Inc.* (Milwaukee Count Cir. Ct.) (Hon. Richard J. Sankovitz) (nationwide settlement of circulation overstatement claims against newspaper).

9. Additionally, I am actively involved in litigation involving the False Claims Act, having just served as co-lead trial counsel and obtaining a \$290,000,000 trial verdict. *See United States ex rel Sarah Behnke v. CVS Caremark Corporation, et al.*, 2025 WL 1758623 (E.D. Pa. June 25, 2025). In the aggregate, my Firm has recovered more than 1,000,000,000 in connection with recoveries under the False Claims Act.

10. In addition to myself, the following attorney has assisted Miller Shah in performing its work in this case:

- a. **Kolin C. Tang** joined Miller Shah in 2009 and became a Partner at the Firm. Mr. Tang is admitted to practice law in the State of California. While at Miller Shah, Mr. Tang has concentrated his work on securities, employment and commercial litigation throughout the United States. In addition, Mr. Tang also performs significant work in the Firm's whistleblower practice and on cases arising in both the United States and overseas. Mr. Tang received his undergraduate degree in Economics and History with honors from the University of California at Berkeley and

earned his law degree from The George Washington University Law School in 2011, where he was a member of The George Washington International Law Review.

11. My Firm is familiar with the laws and rules applicable to this case and its proposed settlement and, if necessary, is prepared to continue to prosecute this case on behalf of Plaintiff and the putative class and dedicate the resources necessary to do so. In addition, my Firm has participated in numerous cases involving the issues at hand in this case.

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

Executed this 25th day of February, 2026.

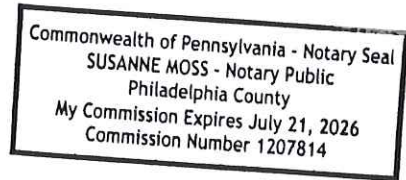


James C. Shah

Subscribed and sworn before me this 25th day of February 2026.



Notary Public



**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

KIMBERLY STARLING, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,	)	Case Number 26SL-CC00138
)	
v.	)	Division 17
)	
FARMERS INSURANCE EXCHANGE,)	
FARMERS INSURANCE COMPANY, INC.,)	
and FARMERS INSURANCE EXCHANGE,)	
)	
Defendants.)	

**AFFIDAVIT OF KOLIN C. TANG IN SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, Kolin C. Tang, being sworn on my oath, state:

1. I am over the age of eighteen, am of sound mind and am otherwise competent to make this affidavit. I have personal knowledge of the matters set forth in this affidavit.
2. This Affidavit is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Settlement, and the Memorandum in Support of said motion.
3. I represent Plaintiff, Kimberly Starling (“Plaintiff”). This matter concerns whether Defendants, Farmers Insurance Exchange, Farmers Insurance Company, Inc., and Farmers Insurance Exchange (collectively, “Defendants), violated the Telephone Consumer Protection Act by sending, through its insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, marketing text messages to Plaintiff and the class members despite Plaintiff and the class members having their telephone phone numbers registered on the National Do-Not-Call Registry.

4. I am unaware of any active litigation against Defendants concerning the issues presented in this case that relate to these specific insurance agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson.

5. I am not related to Plaintiff, nor is anyone affiliated with my firm.

6. Plaintiff has been active in this litigation by: (1) producing information and documents, when requested; (2) meeting with counsel; (3) staying in contact with counsel about the status of the case; and (4) participating in mediation. In short, Plaintiff has been actively involved in this case.

7. Plaintiff's interests are antagonistic the interests of Defendants, in that she is advocating for getting the largest recovery possible from Defendants.

Biographical Information

8. I am a partner with the firm of Miller Shah LLP (the "Firm"). I am admitted *pro hac vice* to appear before this Court in this matter. I am licensed to practice in the States of California and New Jersey, and am admitted to practice before the United States Court of Appeals for the Ninth Circuit; the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California; the United States District Court for Colorado; and the United States District Court for the Northern District of Illinois.

9. I am a 2011 graduate of The George Washington University Law School, where I received my Juris Doctor degree. I was admitted to the California Bar in 2011 and the New Jersey Bar in 2014.

10. The Firm is a results-driven law firm that is focused on delivering the highest level of service possible to our clients throughout the globe. The Firm has offices in California,

Connecticut, Florida, New Jersey, New York, Pennsylvania, and Milan, Italy. The Firm specializes in all types of complex litigation and its attorneys have extensive experience in, *inter alia*, consumer protection, defective products litigation, antitrust, securities, qui tam, false claims and whistleblower litigation, as well as unlawful employment practices. The Firm has the experience, resources, and expertise to successfully prosecute complex consumer actions. See www.millersshah.com.

11. The Affidavit of James C. Shah, who is of the same Firm, provides a list of exemplar matters in which he and the Firm have served as lead or co-lead counsel.

12. Our Firm is familiar with the laws and rules applicable to this case and its proposed settlement and, if necessary, is prepared to continue to prosecute this case on behalf of Plaintiff and the putative class and dedicate the resources necessary to do so. In addition, the Firm has participated in numerous cases involving the issues at hand in this case.

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

Executed this 25 day of February, 2026.



Kolin C. Tang

Subscribed and sworn before me this _____ day of _____, 2026.

Notary Public

**SEE ATTACHED
CALIFORNIA NOTARIAL
FORM**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

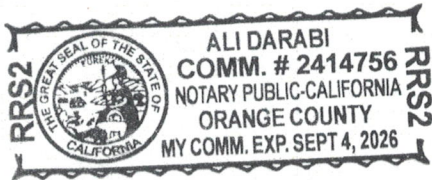
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On Feb, 25, 2026 before me, Ali Darabi Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kolin C. Tang
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ali Darabi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____