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, FARMERS INSURANCE COMPANY, INC., and FIRE INSURANCE EXCHANGE, Defendants.	))))))))))))))	Case No. 26SL-CC00138 Division 17

PLAINTIFF'S MOTION AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR AN AWARD OF ATTORNEYS' FEES AND A REPRESENTATIVE SERVICE AWARD

Plaintiff Kimberly Starling ("Plaintiff" or "Starling"), individually, and on behalf of the certified Settlement Class, requests that the Court enter an Order, pursuant to Missouri Supreme Court Rule 52.08: (1) granting final approval of the proposed class action settlement preliminarily approved on March 13, 2026, and as amended on April 28, 2026; (2) awarding Class Counsel attorneys' fees and litigation expenses of $958,333.33, and $15,000.00 for the cost of mediation; and (3) awarding Plaintiff a $5,000.00 representative service award for her service to the Settlement Class.

The parties seek to fully and finally resolve this action according to the terms and conditions set forth in the parties' Class Settlement Agreement (the "Agreement" or "Settlement"), previously filed with the Court. The parties agreed to the proposed Settlement, with the assistance of an experienced mediator, Hon. Wayne R. Andersen (Ret.), to avoid the expense and unpredictability of further litigation. The Settlement provides substantial benefits to the Settlement Class Members, is fair, reasonable and adequate, and should be approved as final.

I. The Litigation

Plaintiff filed this action against Defendants Farmers Insurance Exchange, Farmers Insurance Company, Inc., and Fire Insurance Exchange (collectively, “Farmers” or “Defendants”) on January 6, 2026. Plaintiff alleges that Farmers violated Section 227(c) of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227(c) *et seq.*, and its implementing regulations, 47 C.F.R. § 64.1200(c) *et seq.*, when telemarketing text messages were placed by or on behalf of Farmers’ captive agent, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, to Plaintiff’s and the Settlement Class Members’ telephone numbers, which were registered on the National Do-Not-Call Registry (“DNC List”). Farmers disputes Plaintiff’s allegations and denies all liability.

Starling initially filed suit against Defendants on October 8, 2024, in the United States District Court for the Central District of California. Plaintiff alleged that Defendants, through their captive agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, sent her three unsolicited text messages despite her phone number being registered on the DNC List. Defendants filed an answer to the federal court complaint, and the parties proceeded with class-wide discovery. In addition to written class-wide discovery, Plaintiff issued a subpoena to the Farmers agent who sent the text messages at issue. Class-wide discovery revealed that there were approximately 8,039 people (including Plaintiff) who received two or more text messages from Defendants’ agents, Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, despite their phone numbers being registered on the DNC List. See Affidavit of Christopher E. Roberts, filed February 26, 2026

("Feb. 2026 Roberts Aff."), ¶¶ 16-18; Agreement, Preambles, Section 3.2. The federal court case was

The parties mediated this case with Retired Federal District Court Judge Wayne Andersen on September 2, 2025. The parties got very close to resolving the case at the mediation and continued engaging in arm's-length negotiations after the mediation until they reached a settlement. The parties executed the Settlement Agreement in January 2026. Feb. 2026 Roberts Aff., ¶¶ 19-20.

II. Terms of the Settlement

The Court previously considered the terms of the Settlement in granting preliminary approval. On March 13, 2026, and again in its Amended Order Preliminarily Approving Class Action Settlement entered on April 28, 2026, the Court certified, for settlement purposes, 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.

The Settlement Class consists of 8,039 Settlement Class Members identified in the file produced as Henderson_texts_2023_revised (Agency MVP).xlsx. Prelim. Approval Order, Section A.2. 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. *Id.*

As more fully detailed in the Agreement, in exchange for a release of certain claims arising out of the issues presented in this case as to the persons identified in the data produced, Farmers has agreed to:

a) Make a total of up to $2,875,000.00 available to pay Settlement Class Member claims, the cost of settlement administration, the representative service award, Class Counsel's attorneys' fees and reasonable litigation expenses, and the cost of mediation;

b) Pay each Settlement Class Member who submits a valid claim up to $425.00;

c) Pay the cost of settlement administration to Atticus Administration, LLC, which is $55,000.00;

d) Pay Plaintiff Starling $5,000.00 for her service as Class Representative; and,

e) Pay Class Counsel $958,333.33 for their reasonable attorneys' fees and litigation expenses and pay $15,000.00 for the cost of mediation. The Court should now grant final approval to the Settlement.

III. Notice to the Class; Objections and Opt-Outs

On March 23, 2026, the Court-approved Settlement Administrator, Atticus Administration, LLC ("Atticus"), received a data file from Class Counsel containing the cellular telephone number and name of each of the 8,039 Settlement Class Members. See Ex. 2, Declaration of Ann Linton of Atticus Administration, LLC on Notice and Settlement Administration ("Linton Decl."), ¶¶ 2, 4. Because the class data consisted of cellular telephone numbers, the parties agreed to complete reverse searches by telephone number to locate mailing addresses and e-mail addresses for the Settlement Class Members. The reverse searches produced mailing addresses for 8,026 Settlement Class Members and e-mail addresses for 7,760 Settlement Class Members. Id. ¶ 5. After processing the mailing addresses through the National Change of Address database maintained by the United

States Postal Service, on May 4, 2026, Atticus sent the Court-approved Settlement Notice and Claim Form by U.S. First Class Mail to the 8,026 Settlement Class Members for whom mailing addresses were available and by e-mail to the 7,760 Settlement Class Members for whom e-mail addresses were available. *Id.* at ¶¶ 6-9. Notices returned as undeliverable were sent to a professional service for address tracing and were promptly re-mailed where updated addresses were located. *Id.* at ¶ 8. In total, 99.17% of the mailed notices were successfully delivered, and the Settlement Notice ultimately was not successfully delivered to only 41 of the 8,039 Settlement Class Members (0.51%). *Id.* at ¶¶ 8-10. In other words, notice was successfully delivered to 99.49% of the Settlement Class.

In addition, Atticus established www.StarlingTCPAClassAction.com as the dedicated settlement website for this action (with www.StarlingTCPAsettlement.com forwarding to the same site). *Id.* at ¶ 11. The website launched on May 4, 2026, in conjunction with the distribution of the notices, and includes answers to frequently asked questions, access to the settlement documents filed with the Court, a summary of the key dates and deadlines, Atticus' contact information, and access to a secure online Claim Form. *Id.* The website has received 8,315 views to date. *Id.* Atticus also secured a toll-free telephone number, 1-800-379-4946, which was printed in the notice and is answered by live customer support representatives, and established a case-specific e-mail address to correspond with Settlement Class Members. *Id.* at ¶¶ 12-13.

The deadline for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement was July 7, 2026. No objections were received, and no Settlement Class Member requested exclusion. *Id.* at ¶ 14. The deadline for Settlement Class Members to submit claims is July 24, 2026. As of July 20, 2026, Atticus had received 365 Claim Forms, of which 154 have been determined to be valid, 172 are under review and subject to Atticus' cure process, 34 are invalid submissions by persons who are not Settlement Class Members, and five are invalid duplicate submissions. *Id.* ¶¶ 15-16. Each Settlement Class Member who submits a valid claim will receive a pro rata share of the Settlement Fund of up to $425.00. See Agreement, Sections 7 and 10; Ex. 2, Linton Decl., Exhibit A (Settlement Notice).

IV. Administration of the Settlement

Farmers has agreed to pay the cost of settlement administration to Atticus. Atticus has agreed to administer the Settlement for $55,000.00, which is within the maximum for notice and settlement administration costs set forth in the Agreement. Ex. 2, Linton Decl., ¶ 17. Payments for the amounts owed to the Settlement Class Members who submitted valid claims, to Plaintiff, and to Class Counsel will be issued by Atticus.

V. The Court Should Grant Final Approval to the Settlement

To finally approve the settlement, the Court must be satisfied that the requirements of Missouri Supreme Court Rule 52.08 are met. *Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260, 266 (Mo. App. E.D. 2011). The Court should grant final approval to the Settlement because it meets these requirements.

Before approving a settlement, the Court must determine whether the settlement is fair, reasonable, and adequate, as required by Rule 52.08(e). Courts consider six primary factors in making this determination: (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 possible recovery; and, (6) the opinions of class counsel, class representatives and absent class members. *Bachman*, 344 S.W.3d at 266 (citing *Ring v. Metro. St. Louis Sewer Dist.*, 41 S.W.3d 487, 492 (Mo. App. E.D. 2000)). This Settlement satisfies all of these criteria.

The Existence of Fraud or Collusion

There was no fraud or collusion in reaching this Settlement. Rather, the Settlement was agreed to only after contested litigation, the exchange of information and data concerning the claims of the 8,039 Settlement Class Members, a mediation before Retired Federal District Court Judge Wayne Andersen, and continued arm's-length negotiations between experienced counsel. See Feb. 2026 Roberts Aff., ¶¶ 16-20, 26-31; Ex. 1, Affidavit of Christopher E. Roberts in Support of Plaintiff's Motion for Final Approval of Class Settlement ("Roberts Aff."), ¶ 6.

The Complexity, Expense, and Likely Duration of the Litigation

TCPA class actions can be immensely challenging and can result in protracted litigation. For instance, the case *Krakauer v. Dish Network L.L.C.* - like this case, a class action under Section 227(c) of the TCPA premised on a seller's liability for telemarketing conducted on its behalf - was filed in 2014 and did not receive final approval of a settlement until 2023, nearly a decade later. *See generally, Krakauer v. Dish Network, L.L.C.*, No. 1:14-CV-333, 2023 WL 5237091 (M.D.N.C. Aug. 15, 2023). Absent the settlement, the parties would face the continued expense of class certification briefing, summary judgment, trial, and likely appeals, and any recovery to the Settlement Class would be delayed for years. The complexity, expense and potential duration of this litigation favors approval of the Settlement.

The Stage of the Proceedings and the Amount of Discovery Completed

The Court may also consider the stage of the proceedings in determining whether a class settlement is fair, adequate, and reasonable. *See In re BankAmerica Corp. Sec. Litig.*, 210 F.R.D. 694, 700 (E.D. Mo. 2002) ("[A] presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery." (internal citation omitted)). Here, before agreeing to the Settlement, Class Counsel obtained and analyzed (with the assistance of a third-party expert) the data identifying the 8,039 Settlement Class Members and the text messages at issue, *See* Feb. 2026 Roberts Aff., ¶¶ 17-18, 29. The Settlement is the result of a thorough investigation and evaluation of Plaintiff's legal claims, contested litigation, and arm's-length settlement negotiations.

The Probability of Plaintiff's Success on the Merits

The viability of Plaintiff's case depended largely on whether text messages placed by or on behalf of Farmers' captive agent to numbers registered on the DNC List violated the TCPA, and whether Farmers may be held directly or vicariously liable for those messages. While Plaintiff is confident in the merits of her case, TCPA claims asserted under theories of vicarious liability are notoriously unpredictable. See, e.g., *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643, 656 (4th Cir. 2019) (affirming jury verdict in favor of class-plaintiffs against Dish Network for TCPA violations under various theories of vicarious liability); contra *Keating v. Peterson's Nelnet, LLC*, 615 Fed. App'x 365, 374-75 (6th Cir. 2015) (affirming summary judgment in favor of the TCPA defendants as to the plaintiff's vicarious liability claims). Moreover, damages were not a guarantee: Section 227(c)(5) provides for *up to* $500 per violation (and up to $1,500 for willful or knowing violations). See 47 U.S.C. § 227(c)(5). Thus, a court or a jury could have awarded far less than the amounts made available to the Settlement Class under the Settlement. Under the Settlement, Settlement Class Members avoid all of these risks and obstacles to recovery and will receive substantial benefits in a timely fashion.

The Range of Possible Recovery

The Settlement provides significant relief to the Settlement Class, especially compared to other TCPA class settlements. Each Settlement Class Member who submitted a valid claim is expected to receive up to $425.00. Ex. 1, Roberts Aff., ¶ 7. This amount far exceeds the per-claimant recoveries approved in other TCPA class settlements. See, e.g., *In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (recovery of $34.60 per claimant "falls within the range of recoveries in other TCPA actions"); *Markos v. Wells Fargo Bank, N.A.*, No. 1:15-cv-01156-LMM, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017) (recovery of $24 per claimant "an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter"); *Vasco v. Power Home Remodeling Grp. LLC*, No. 15-4623, 2016 WL 5930876, at *8 (E.D. Pa. Oct. 12, 2016) (approximately $27.00 per claimant found to be "consistent with other class action settlements under the [TCPA].").[1] While Farmers could theoretically pay more, "this fact, standing alone does not render the settlement inadequate." *In re UnitedHealth Grp. Inc. PSLRA Litig.*, 643 F. Supp. 2d 1094, 1099 (D. Minn. 2009) (quoting *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1152 (8th Cir. 1999)). The significant relief afforded here warrants final approval of the Settlement.

[1] *See also Johnson v. United Healthcare Servs., Inc.*, No. 5:23-cv-00522-GAP-PRL, 2025 WL 1909337, at *3 (M.D. Fla. July 10, 2025) ("The per-claimant recovery of over $146 provides class members with monetary relief that exceeds other approved TCPA class action settlements.") (collecting cases); *Daugherty v. Credit Bureau Servs. Ass'n.*, No. 4:23-cv-01728, 2025 WL 1618354, at *3 (S.D. Tex. June 6, 2025) ("And notwithstanding, the settlement exceeds on a per-claimant recovery basis other recently approved TCPA class action settlements. Indeed, after deducting the cost of notice to potential settlement class members and claims administration, litigation costs and expenses, reasonable attorneys' fees, and an incentive award to Plaintiff, participating settlement class members who submitted approved claims will receive approximately $226 each. This far surpasses comparable figures in other approved TCPA class settlements."); *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS, 2016 WL 6908118, at *2 (M.D. Fla. Nov. 22, 2016) ("Discounting the statutory award by the probability that Chase successfully defends some class members' claims, a recovery of $50 per person fairly resolves this action.") (citing *Rose v. Bank of Am. Corp.*, Nos. 11-2390, 12-4009, 2014 WL 4273358, at *10 (N.D. Cal. Aug. 29, 2014) (claimants received between $20 and $40 each); *Steinfeld v. Discover Fin. Servs.*, No. 12-1118, 2014 WL 1309352, at *7 (N.D. Cal. Mar. 31, 2014) (approving a settlement that distributed less than $50 per claimant, *see* ECF No. 101); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) ($52.50 per claimant); *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 944-45 (D. Minn. 2016) ($33.20 per claimant, which the court characterized as "compar[ing] favorably with settlements in other TCPA class actions."); *Wright v. Nationstar Mortg. LLC*, No. 14-10457, 2016 WL 4505169, at *8 (N.D. Ill. Aug. 29, 2016) (approximately $45 per claimant); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1047 (S.D. Cal. 2015) (approving TCPA settlement in which class members received $13.75 each).

The Opinions of Class Counsel, the Class Representative, and Absent Class Members

No objections to the Settlement were made, and no Settlement Class Member excluded themselves from the Settlement. Ex. 2, Linton Decl., ¶ 14; Ex. 1, Roberts Aff., ¶ 8. This is not surprising given the significant relief afforded to the settlement class members. The absence of objections indicates overwhelming support for the considerable value and benefits provided by the Settlement. Courts may consider the number of objectors in analyzing the fairness of a settlement. *Rexam, Inc. v. United Steel Workers of Am.*, 2007 WL 2746595, at *5 (D. Minn. Sept. 17, 2007); *see also In re Texas Prison Litig.*, 191 F.R.D. 164, 175 (W.D. Mo. 1999) (holding that 8% of the class objecting was a relatively low level of opposition tending to indicate the fairness of the settlement).

In addition, where class counsel are qualified and well informed, their opinion that a settlement is fair, reasonable, and adequate is entitled to significant weight. See *In re BankAmerica Corp. Sec. Litig.*, 210 F.R.D. 694, 702 (E.D. Mo. 2002) ("Although the Court is not bound by counsel's opinion, their opinion nevertheless is entitled to great weight.") (citing *EEOC v. McDonnell Douglas Corp.*, 894 F. Supp. 1329, 1335 (E.D. Mo. 1995)). Here, Class Counsel, with substantial experience in consumer and class action litigation, including numerous TCPA class actions, believe that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. Feb. 2026 Roberts Aff., ¶¶ 8-15, 30-31; Ex. 1, Roberts Aff., ¶¶ 7, 9. Plaintiff, who has been actively involved in this litigation, likewise supports the Settlement. Feb. 2026 Roberts Aff., ¶¶ 6-7; Ex. 1, Roberts Aff., ¶ 8.

VI. The Requested Attorneys' Fees and Litigation Expenses Should Be Approved

Class Counsel request $958,333.33 in attorneys' fees and litigation expenses, which represents 33.33% (one-third) of the $2,875,000.00 in benefits made available to the Settlement

Class under the Settlement. This request is fair and reasonable and consistent with fees awarded in similar cases. Ex. 1, Roberts Aff., ¶ 4.

Missouri courts routinely approve percentage-of-the-benefit fee awards in class action settlements. See *Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d 425 (Mo. banc 2013) (approving attorney's fee award of over $3 million in MMPA class case in which only $125,261 was paid out to the class members); *see generally In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (affirming award of 36% of settlement fund). The requested percentage is also squarely in line with fees awarded in other TCPA class actions. See *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (36% of fund in TCPA class settlement); *Boger v. Citrix Sys., Inc.*, No. 19-cv-01234, 2023 WL 3763974, at *12 (D. Md. June 1, 2023) (awarding 33% of fund in TCPA class settlement); *Braver v. Northstar Alarm Servs., LLC*, 2020 WL 6468227, at *2 (W.D. Okla. Nov. 3, 2020) (granting attorneys' fees of 33% in a TCPA case and noting that the case presented difficult issues concerning vicarious liability).

Class Counsel undertook this case on a purely contingent basis, assuming the risk that they would recover nothing for their work and litigated against sophisticated defendants represented by experienced defense counsel. The case presented difficult issues concerning Farmers' direct and vicarious liability for text messages placed by or on behalf of its agent - precisely the type of issues that have defeated other TCPA plaintiffs. *See*, e.g., *Keating*, 615 Fed. App'x at 374-75. Notwithstanding those risks, Class Counsel achieved an excellent result for the Settlement Class in an efficient manner. Ex. 1, Roberts Aff., ¶¶ 4, 6 (describing the work performed); Feb. 2026 Roberts Aff., ¶¶ 17-20, 26-29 (describing the history of the litigation and the risks presented). Moreover, no Settlement Class Member has objected to the requested fees and expenses. Ex. 1, Roberts Aff., ¶ 8. The Court should award Class Counsel attorneys' fees and litigation expenses of $958,333.33, together with $15,000.00 for the cost of mediation.

VII. The Requested Representative Service Award Should Be Approved

The requested $5,000 service award to Plaintiff Starling is fair, reasonable and should be approved. Service awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaking in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). Plaintiff assisted in the prosecution of this matter by producing documents and information to counsel, staying in contact with counsel about the status of the case, and participating in the mediation and the subsequent settlement negotiations. Ex. 1, Roberts Aff., ¶ 8; Feb. 2026 Roberts Aff., ¶ 6. This award is more than reasonable in light of service awards granted in other TCPA class actions. *See, e.g., Charvat v. Valente*, No. 12-cv-05746, 2019 WL 5576932, at *10 (N.D. Ill. Oct. 28, 2019) (granting $25,000 service award in TCPA case); *Benzion v. Vivint, Inc.*, No. 12-61826, Dkt. No. 201 (S.D. Fla. Feb. 23, 2015) (awarding $20,000 incentive award); *Head v. Citibank, N.A.*, No. 18-cv-08189-PCT-ROS, 2025 WL 226660, at *4 (D. Ariz. Jan. 14, 2025) (approving $15,000 service award to TCPA class representative); *Jones v. I.Q. Data Int'l, Inc.*, No. 1:14-CV-00130-PJK, 2015 WL 5704016, at *2 (D.N.M. Sept. 23, 2015) ($20,000 incentive award in TCPA class action); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, Dkt. No. 243, ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding $30,000 incentive award). Moreover, no Settlement Class Member has objected to the requested service award. Ex. 1, Roberts Aff., ¶ 8.

VIII. Conclusion

In sum, given the strengths and weaknesses of the case, an excellent result was achieved for the Settlement Class Members. The Settlement is fair, reasonable, and adequate, and should properly be approved as final. Plaintiff therefore respectfully requests that the Court: (1) grant final approval of the Settlement and find that the requirements of Rule 52.08 remain satisfied for settlement purposes; (2) enter final judgment consistent with the terms of the Agreement; (3) order Atticus to distribute the settlement payments in accordance with the terms of the Agreement; (4) award Class Counsel attorneys' fees and litigation expenses of $958,333.33, and $15,000.00 for the cost of mediation; (5) award Plaintiff a $5,000.00 representative service award; and (6) enter a final order and judgment approving the settlement.

Respectfully submitted,

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on July 22, 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*

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 Number 26SL-CC00138
v.	) Division 17
FARMERS INSURANCE EXCHANGE, FARMERS INSURANCE COMPANY, INC., and FIRE INSURANCE EXCHANGE,	)
Defendants.	)

AFFIDAVIT OF CHRISTOPHER E. ROBERTS IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL 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 and Memorandum in Support of Final Approval of Class Action Settlement and for an Award of Attorneys' Fees and a Representative Service Award.

3. I, along with my law partner, David T. Butsch, and co-counsel Max S. Morgan of The Weitz Firm, LLC, and James C. Shah and Kolin C. Tang of Miller Shah LLP, represent Plaintiff Kimberly Starling ("Plaintiff"). This matter concerns whether Defendants violated the Telephone Consumer Protection Act by sending, through their 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. Our firms collectively seek $958,333.33 in attorneys' fees and reasonable litigation expenses, together with $15,000.00 for the cost of the parties' mediation, as provided for in the settlement agreement. I believe this amount of fees is reasonable, particularly considering the significant relief made available to the class members especially given the risk of ongoing litigation.

5. 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.

6. The law firms have dedicated time and resources to successfully resolving this case for the Settlement Class Members. This work includes, but is not limited to:

- meetings with the client to discuss the case and updates regarding the case;
- investigating the claims;
- researching the legal issues presented by this case;
- drafting the federal court lawsuit and the instant lawsuit;
- drafting class-wide discovery;
- holding conferences with opposing counsel regarding Defendants' discovery responses;
- reviewing Defendants' discovery responses;
- issuing a third-party subpoena to obtain class records;
- preparing for and attending a mediation before Retired Federal District Court Judge Wayne Andersen to attempt to resolve the case;
- continuing settlement negotiations after the mediation, including having multiple extensive discussions with defense counsel regarding the strengths and weaknesses of the parties' respective positions;
- drafting, reviewing and revising the settlement agreement;
- moving for preliminary approval (including the drafting and submission of said papers);
- having multiple conferences with the settlement administrator;

- developing a notice plan with the settlement administrator;
- drafting the class notice and claim form;
- keeping in contact with the settlement administrator regarding the status of settlement administration and ensuring that the administrator complied with this Court's preliminary approval orders; and,
- drafting the final approval papers.

7. As set forth in my affidavit filed with this Court on February 26, 2026, I have been appointed as class counsel in numerous cases. In my opinion, the relief afforded to the Settlement Class Members is a very fair and reasonable result for the Settlement Class Members. Each Settlement Class Member who submits a valid claim is entitled to receive a payment of $425.00, which, in my experience in class actions, is on the higher end of an individual recovery for each person. I believe the settlement is fair, reasonable and is an excellent result for the Settlement Class Members.

8. Plaintiff has also been active in the prosecution of this case. Plaintiff has made documents and information concerning the case available to the law firms. Plaintiff has also kept in close contact with the law firms about the status of the case and participated in the mediation of this case. Ms. Starling also actively participated in mediation and the subsequent settlement negotiations in this case. I believe that a class representative service award of $5,000.00 to Ms. Starling is fair and reasonable for her assistance with the prosecution of this case. Notably, the class members were given notice of the attorneys' fees and the class representative service award that would be applied for by Class Counsel. No class members have objected to these amounts, and no class members have excluded themselves from the settlement.

9. Based upon these and other factors and considerations, Plaintiff's counsel recommends final approval of the settlement.

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

Executed this 22nd day of July, 2026.

Christopher E. Roberts

Subscribed and sworn to before me this 22nd day of July, 2026.

Notary Public

DAVIID T. BUTSCH
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 12475510
My Commission Expires 10-04-2028

EXHIBIT 2

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

KIMBERLY STARLING, individually, and on behalf of all others similarly situated,	))	Case No. 26SL-CC00138
Plaintiff,	))	Division 17
v.	)))	
FARMERS INSURANCE EXCHANGE, *et al.*,	))	
Defendants.		

<u>DECLARATION OF ANN LINTON OF ATTICUS ADMINISTRATION, LLC ON NOTICE AND SETTLEMENT ADMINISTRATION</u>

I, Ann Linton, declare as follows:

1. I am the Director of Project Management at Atticus Administration, LLC ("Atticus"), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter. I am over twenty-one (21) years of age and am authorized to make this declaration on behalf of Atticus and myself.

2. Atticus is the Court-appointed Settlement Administrator for the above-captioned Action and is responsible for carrying out the terms of the *Settlement Agreement* ("Settlement Agreement") pursuant to the Court's *Order Preliminarily Approving Class Action Settlement* ("Preliminary Approval Order") entered on March 13, 2026. On April 28, 2026, the Court entered an *Amended Order Preliminarily Approving Class Action Settlement* modifying various dates to provide the Settlement Administrator with additional time to locate the Settlement Class prior to sending the Settlement Notice.

3. I submit this declaration to inform the Parties and the Court of the settlement administration activities completed to date. This declaration describes: (i) dissemination of the Notice of Class Action and Proposed Settlement ("Settlement Notice"), (ii) the settlement website and Class Member communications, (iii) exclusion requests and objections received, (iv) a summary of the Claim Forms received, and (v) the cost of settlement administration.

I. DISSEMINATION OF NOTICE

4. On March 23, 2026, Atticus received a data file from Class Counsel that included the cellular telephone number, first name, last name, and marketing source for 8,039 individuals who received two or more text messages during a 12-month period, by or on behalf of Todd Henderson Insurance Agency, Inc. and/or R. Todd Henderson, in connection with the marketing of Farmers' products or services; whose number was registered on the Do Not Call Registry for more than 30 days at the time the calls were received; and whose number is registered to an individual and not a business ("Settlement Class," or "Class Members").

5. The final Settlement Class list contained 8,039 Settlement Class Members. The Parties agreed to complete reverse searches by cellular telephone number for the 8,039 Settlement Class Members to locate mailing addresses and email addresses. These reverse searches produced mailing addresses for 8,026 records and email addresses for 7,760 records.

6. The mailing addresses were processed through the National Change of Address database maintained by the United States Postal Service ("USPS") in advance of mailing notice. This process returns address updates for individuals who have filed change of address forms with the USPS anytime in the past four (4) years.

7. Pursuant to Section 8.1 of the Settlement Agreement, the Settlement Notice consisted of the first-class mailing and e-mailing of notice to Settlement Class Members. On May

4, 2026, the Settlement Notice and Claim Form were sent by U.S. First Class Mail to 8,026 Settlement Class Members for whom mailing addresses were available. The notice provided an overview of the Settlement, the Settlement Class Members' rights and options and the deadlines by which to act on them, and the Fairness Hearing. The notice also directed recipients to the settlement website, toll-free information line, and a settlement email address. A true and correct copy of the mailed Settlement Notice and Claim Form is attached hereto as **Exhibit A**.

8. Of the 8,026 Settlement Notices mailed, 71 were returned to Atticus as undeliverable as of July 20, 2026. All 71 undeliverable records were sent to a professional service for address tracing. Notices were promptly remailed to five (5) updated addresses received to date, one (1) of which was returned to Atticus a second time. Updated addresses were not found for the remaining 66 undeliverable records.

9. On May 4, 2026, the notice was also sent by email to the 7,760 Settlement Class Members for whom email addresses were available. Of the emailed notices, 2,323 were returned as undeliverable or "bounced". A true and correct copy of the emailed notice is attached hereto as **Exhibit B**.

10. In total, 7,959 (99.17%) of the Settlement Notices sent by mail were successfully delivered and 5,437 (70.06%) of the Settlement Notices sent by email were successfully delivered. Ultimately, the Settlement Notice was not successfully delivered to 41 of the 8,039 (0.51%) Settlement Class Members.

II. SETTLEMENT WEBSITE AND CLASS MEMBER COMMUNICATIONS

11. Atticus purchased the URLs www.StarlingTCPAClassAction.com and www.StarlingTCPAsettlement.com. Atticus established the content at www.StarlingTCPAClassAction.com as the settlement website for this Action. The URL

www.StarlingTCPAsettlement.com was used as a forwarding address to www.StarlingTCPAClassAction.com. The website was launched on May 4, 2026 and has remained accessible and fully operational since that time. The website includes answers to frequently asked questions, access to settlement documents filed with the Court, a summary of the key dates and deadlines, and contact information for Atticus. The website also includes access to a secure online Claim Form. The website has received 8,315 views to date.

12. Atticus secured the toll-free telephone number 1-800-379-4946 as the information line for this matter. The toll-free number was printed in the notice and was activated on the notice mail date. The information line is answered by live customer support representatives during Atticus' normal business hours. Calls received after hours or when a representative is unavailable can leave a voicemail message and receive a return call from the support staff. To date, 8 calls and voicemails have been received or returned on the toll-free number.

13. Atticus created a case-specific email address for this matter and uses it to correspond with Settlement Class Members. The emailed notice was also sent to Settlement Class Members from the case-specific email address, which is made available on the "Contact Us" page of the settlement website. The email inbox is monitored by customer support representatives during Atticus' normal business hours. Atticus has documented receipt of 24 email inquiries to date.

III. EXCLUSIONS AND OBJECTIONS

14. Settlement Class Members had until July 7, 2026, to postmark or otherwise submit a Request for Exclusion or to file an objection to the Settlement in accordance with the instructions contained in the Notice. Atticus has not received any Requests for Exclusion or objections.

IV. CLAIM FORMS

15. Settlement Class Members have until July 24, 2026, to submit a Claim Form. Claim Forms may be submitted by mail, by email, or electronically through the settlement website, where Settlement Class Members may also elect their method of payment. As of July 20, 2026, Atticus has received 365 Claim Forms, of which 154 have been determined valid, 172 claims are under review, 34 are invalid submissions by persons who are not Settlement Class Members, and five (5) are invalid duplicate submissions.

16. Deficiencies were identified with the 172 claims in review, and *Notice of Deficient Claim / Opportunity to Correct* letters ("Cure Letters") will be sent to the Settlement Class Members by U.S. First Class Mail. The Cure Letter informs the claimant of the deficiencies identified on their Claim Form, the actions they must take to resolve the deficiencies, and the deadline by which they must respond to validate their claim. A true and correct copy of the Cure Letter template depicting all the reasons for which a Claim Form might be deemed deficient is attached as **Exhibit C**.

V. ADMINISTRATION COSTS

17. Atticus agreed to administer this settlement for $55,000.00, which is within the maximum for notice and settlement administration costs set forth in the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of Missouri that the foregoing is true and correct, and that this declaration was executed on this 22nd day of July 2026 in St. Paul, Minnesota.

Ann Linton

EXHIBIT A

Starling TCPA Settlement Administrator
c/o Atticus Administration
P.O. Box 64053
St Paul, MN 55164

<<barcode text>>

Claimant ID: <<secondary ID>>
<<FULL NAME>>
<<ADDRESS>> <<ADDRESS 2>>
<<CITY>> <<STATE>> << ZIP>>

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.: 26SL-CC00138
v.)	Division 17
FARMERS INSURANCE EXCHANGE, *et al.*,)	
Defendants.)	

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 March 13, 2026 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 JULY 24, 2026	**THE ONLY WAY TO GET A PAYMENT; claim form due JULY 24, 2026**
DO NOTHING	Get no payment. Give up rights.
ASK TO BE EXCLUDED FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION BY JULY 7, 2026	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 JULY 7, 2026	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 JULY 7, 2026	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").

Based on the description above, there are approximately 8,039 Class Members in the 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.

The following individuals and groups are excluded from the Settlement Class:

- Plaintiff's counsel
- Farmers, including Farmers Insurance Exchange, Farmers Insurance Company, Inc., and Fire Insurance Exchange
- Officers and directors of Farmers
- Immediate family members of Farmers' officers and directors
- Members of the Missouri judiciary
- Anyone who submits a valid and timely request to opt out of the settlement

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 March 13, 2026.

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 StarlingTCPAsettlement@atticusadmin.com or calling +1 800-379-4946.

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 **July 24, 2026** 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 July 31, 2026 at 10:00 a.m. 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

10. How can I get a payment?

If you want to participate in the Settlement, you must complete and submit a Claim Form by **July 24, 2026**. 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 notice you received. The form should be mailed to: Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053, St. Paul, MN 55164. Third, you can email a signed Claim Form to the Settlement Administrator at: StarlingTCPAsettlement@atticusadmin.com.

To obtain a copy of a Claim Form, go to www.StarlingTCPAsettlement.com, or emailStarlingTCPAsettlement@atticusadmin.com, or call toll free, +1 800-379-4946.

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. Farmers Insurance Exchange et al.*, Case No. 26SL-CC00138 (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 **July 7, 2026**, to the Settlement Administrator at Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053, St. Paul, MN 55164or via e-mail to the Settlement Administrator at StarlingTCPAsettlement@atticusadmin.com.

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 **July 7, 2026**.

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?

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. Farmers Insurance Exchange et al.*, Case No. 26SL-CC00138(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 **July 7, 2026**.

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 may 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 **10:00 a.m. on July 31, 2026** in the Circuit Court of St. Louis County, MO Division 17, 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 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 +1 800-379-4946 or contact the Settlement Administrator via e-mail at StarlingTCPAsettlement@atticusadmin.com 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.***

STARLING TCPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED (1) ONLINE at www.StarlingTCPASettlement.com, (2) VIA E-MAIL AT StarlingTCPAsettlement@atticusadmin.com OR (3) MAILED TO Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053 St Paul, MN 55164. THE CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY **JULY 24, 2026** 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 StarlingTCPAsettlement@atticusadmin.com. 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
c/o Atticus Administration
P.O. Box 64053
St Paul, MN 55164

Questions? visit www.StarlingTCPAsettlement.com or call +1 800-379-4946 or email StarlingTCPAsettlement@atticusadmin.com.

<<Secondary_ID>>

EXHIBIT B

Claimant ID: <<Secondary_ID>>
Last Name: <<Last_Name>>

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.: 26SL-CC00138 Division 17

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

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

• 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 March 13, 2026 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 JULY 24, 2026	**THE ONLY WAY TO GET A PAYMENT; claim form due JULY 24, 2026**

DO NOTHING	Get no payment. Give up rights.
ASK TO BE EXCLUDED FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION BY JULY 7, 2026	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 JULY 7, 2026	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 JULY 7, 2026	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").

Based on the description above, there are approximately 8,039 Class Members in the 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.

The following individuals and groups are excluded from the Settlement Class:

- Plaintiff's counsel
- Farmers, including Farmers Insurance Exchange, Farmers Insurance Company, Inc., and Fire Insurance Exchange
- Officers and directors of Farmers
- Immediate family members of Farmers' officers and directors
- Members of the Missouri judiciary
- Anyone who submits a valid and timely request to opt out of the settlement

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 March 13, 2026.

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 **StarlingTCPAsettlement@atticusadmin.com** or calling +1 800-379-4946.

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 **July 24, 2026** 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 July 31, 2026 at 10:00 a.m. 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

10. How can I get a payment?

If you want to participate in the Settlement, you must complete and submit a Claim Form by July 24, 2026. 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 notice you received. The form should be mailed to: Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053, St. Paul, MN 55164. Third, you can email a signed Claim Form to the Settlement Administrator at: **StarlingTCPAsettlement@atticusadmin.com**.

To obtain a copy of a Claim Form, go to **www.StarlingTCPAsettlement.com**, or email **StarlingTCPAsettlement@atticusadmin.com**, or call toll free, +1 800-379-4946.

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. Farmers Insurance Exchange et al.*, Case No. 26SL-CC00138 (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 July 7, 2026, to the Settlement Administrator at Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053, St. Paul, MN 55164 or via e-mail to the Settlement Administrator at **StarlingTCPAsettlement@atticusadmin.com**.

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 **July 7, 2026**.

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?

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. Farmers Insurance Exchange et al.*, Case No. 26SL-CC00138(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 **July 7, 2026**.

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 may 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 **10:00 a.m. on July 31, 2026** in the Circuit Court of St. Louis County, MO Division 17, 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 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 +1 800-379-4946 or contact the Settlement Administrator via e-mail at **StarlingTCPAsettlement@atticusadmin.com** 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.***

Visit our Website

Claim Form

EXHIBIT C

Starling TCPA Settlement Administrator
c/o Atticus Administration
P.O. Box 64053
St Paul, MN 55164

<<barcode text>>-<<SEQ_ID>>

CLAIM NUMBER: «claim_form_number»
DATE: «cure_letter_print_date»

Claimant ID: «Secondary ID»
«full_name»
«address1» «address2»
«city» «state» «zip»

NOTICE OF DEFICIENT CLAIM FORM / OPPORTUNITY TO CORRECT

Dear «full_name»:

Thank you for submitting your Claim Form in the *Starling v. Farmers Insurance Exchange, et al.,* Case No. 26SL-CC00138 class action settlement. You are receiving this letter because the Claim Form you submitted is incomplete or otherwise deficient. The Settlement Administrator is providing you an opportunity to correct the deficiency or deficiencies identified below. **You have until «21 days from the date of this letter» to respond with the information necessary to correct the deficiency or deficiencies specified in this letter.** You may submit corrective information by email, fax, or mail using the contact information at the bottom of this letter.

«Unable to Verify Eligible Phone Number»
The Claim Form submitted does not contain a telephone number in Question 3, or the telephone number provided does not match the phone number associated with a record in Defendant's data. The telephone number that received the calls or text messages is required information on the Claim Form. To complete your claim, please provide the telephone number that received the calls or text messages at issue in this Settlement. If the number differs from the one associated with your record, please also provide documentation showing that you were the subscriber or primary user of that telephone number.

Examples of acceptable documentation include:

- Cell phone bills;
- Wireless carrier records;
- Account statements; or
- Other records demonstrating your ownership or use of the telephone number.

«Incomplete Claim Form»
The Claim Form submitted is incomplete because required information is missing and/or the Claim Form was not signed and dated. To complete your claim, please complete the Claim Form, provide all missing information, and sign and date the certification section. A signed Claim Form is required to certify that the information provided is true and correct and that you meet the requirements for participation in the Settlement.

«Unable to Verify Subscriber or Primary User Information»
The name provided on your Claim Form does not match the information associated with the telephone number identified in Defendant's records. As a result, we are unable to verify that you were the subscriber or primary user of the telephone number associated with this claim. To complete your claim, please provide documentation demonstrating that you were the subscriber or primary user of the telephone number identified on your Claim Form during the Settlement Class Period.

Examples of acceptable documentation may include:

- Cell phone bills;
- Wireless carrier records;
- Account statements;
- Screenshots or records identifying you as the subscriber or primary user of the telephone number; or
- Other documentation demonstrating your ownership or use of the telephone number.

Again, failure to respond to this deficiency notice and provide the requested information by «21 days from the date of this letter» may result in rejection of your claim to the extent identified as deficient by this letter, and you may not be eligible to receive a payment.

Please send your fully completed and signed Claim Form and any supporting documentation to the Settlement Administrator:

BY EMAIL: StarlingTCPAClassAction@atticusadmin.com

BY MAIL: Starling TCPA Settlement Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

For more information, please email StarlingTCPAClassAction@atticusadmin.com, visit the Settlement Website at www.StarlingTCPAClassAction.com, or call toll-free 1-800-379-4946.

Sincerely,

Office of the Settlement Administrator

STARLING TCPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED (1) ONLINE at www.StarlingTCPASettlement.com, (2) VIA E-MAIL AT StarlingTCPAsettlement@atticusadmin.com OR (3) MAILED TO Starling TCPA Settlement Administrator c/o Atticus Administration P.O. Box 64053 St Paul, MN 55164. THE CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY **JULY 24, 2026** 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 StarlingTCPAsettlement@atticusadmin.com. 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
c/o Atticus Administration
P.O. Box 64053
St Paul, MN 55164

Questions? visit www.StarlingTCPAsettlement.com or call +1 800-379-4946 or email StarlingTCPAsettlement@atticusadmin.com.

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