

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

JOHN THOMPSON and LEIGH ANN THOMPSON, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant.

C.A. NO. 5:14-cv-00032-MTT

TONYA LONG and JASON LONG, individually and on behalf of all those similarly situated,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant.

C.A. No. 5:17-cv-0028-MTT

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
CONSOLIDATION AND PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

This matter comes before the Court upon unopposed motion by Plaintiffs John Thompson and Leigh Ann Thompson (the “Thompsons”) and Plaintiffs Tonya Long and Jason Long (the “Longs”) for consolidation of the above-referenced actions (the “Actions”) under Federal Rule of Civil Procedure 42 for purposes of settlement and under Federal Rule of Civil Procedure 23 for preliminary approval of the Settlement Agreement entered into between Plaintiffs John and Leigh

Ann Thompson on behalf of themselves and a settlement class of similarly-situated persons (defined below as the “Thompson Settlement Class”), Tonya and Jason Long on behalf of themselves and a settlement class of similarly-situated persons (defined below as the “Long Settlement Class”), and Defendant State Farm Fire and Casualty Company (“State Farm,” and together with the Plaintiffs, the “Settling Parties”) resolving the Actions. Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 and has personal jurisdiction over the Settling Parties. Venue is proper in this District.

3. The Actions are hereby consolidated for purposes of settlement pursuant to Fed. R. Civ. P.42(a)(2) and referred to herein as the Consolidated Actions. Consolidation of the Actions shall be solely for settlement purposes and without prejudice to the Settling Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

4. The Consolidated Actions are provisionally certified as a class action, for the purposes of settlement only, pursuant to Fed. R. Civ. P. 23(a), 23(b)(3) and 23(e). The Settlement Classes are defined as follows:

“Thompson Settlement Class” means all current and former policyholders insured under a State Farm homeowners insurance policy that provided coverage for property located in the State of Georgia, who presented Coverage A-Dwelling Claims with dates of loss between January 22, 2008 and January 24, 2017, which Claims were coded with Cause of Loss Codes 17 (flood), 37 (water), and 47 (back-up of sewer or drain), but excluding (a) Class Counsel and (b) any person who makes a timely election to be excluded from the Thompson Settlement Class as provided in this Agreement.

“Long Settlement Class” means the combined categories of persons with “Long Water Loss Claims” and “Long Non-Water Loss Claims,” defined below, but

excluding (a) Class Counsel and (b) any person who makes a timely election to be excluded from the Long Settlement Class as provided in this Agreement.

“Long Water Loss Claims” means Claims by all current and former policyholders insured under a State Farm homeowners insurance policy that provided coverage for property located in the State of Georgia, who presented Coverage A-Dwelling Claims with dates of loss between January 25, 2017 and February 4, 2018, which Claims were coded with Cause of Loss Codes 17 (flood), 37 (water), and 47 (back-up of sewer or drain), and which claims were reported to State Farm on or before February 4, 2018.

“Long Non-Water Loss Claims” are Claims by all current and former policyholders insured under a State Farm homeowners insurance policy that provided coverage for property located in the State of Georgia, who presented Coverage A-Dwelling Claims with dates of loss between January 25, 2011 and February 4, 2018, which Claims were coded with Cause of Loss Codes other than 17 (flood), 37 (water), and 47 (back-up of sewer or drain), were reported to State Farm on or before February 4, 2018, and which fall into one of the following categories: (a) fire Claims, as indicated by Cause of Loss Code 33; (b) wind / hail Claims, as indicated by Cause of Loss Code 35; (c) Claims which include Reason Code M (remediation of mold) or which contain a payment under the “Fungus (including mold) endorsement”; and (d) Claims with foundation repairs included on the Xactimate estimate(s) prepared by State Farm.

“Settlement Classes” as used herein refers to the Thompson Settlement Class and the Long Settlement Class combined. “Settlement Class Members” as used herein means all members of the Settlement Classes.

5. Certification of the Settlement Classes shall be solely for settlement purposes and without prejudice to the Settling Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

6. The Court preliminarily approves the proposed Settlement Agreement as fair, reasonable and adequate, entered into in good faith, free of collusion and within the range of possible judicial approval.

7. The Court appoints the Thompsons as the Class Representatives of the Thompson Settlement Class and the Longs as the Class Representatives of the Long Settlement Class pursuant to

Rule 23 of the Federal Rules of Civil Procedure. The Court finds that Plaintiffs have fairly and adequately represented the interests of the Settlement Classes and will continue to do so.

8. The Court appoints the following counsel as Class Counsel for the Settlement Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure: Michael J. Brickman, James C. Bradley, Nina Fields Britt, and Kimberly Keevers Palmer of Richardson, Patrick, Westbrook & Brickman, LLC; Richard Kopelman and Clint W. Sitton of Kopelman Sitton Law Group, LLC; Adam P. Princenthal of Princenthal & May, LLC; and C. Cooper Knowles of Law Offices of C. Cooper Knowles. The Court finds that Class Counsel have fairly and adequately represented the interests of the Settlement Classes and will continue to do so.

9. The Court appoints Garden City Group, LLC to serve as the settlement administrator (“Administrator”) and directs the Administrator to carry out all duties and responsibilities of the settlement administrator specified in the Settlement Agreement.

10. The Court approves the proposed program for disseminating notice to the Settlement Class set forth in the Settlement Agreement (the “Notice Program”). The Court approves the form and content of the proposed form of notice (“Notice”), in the form attached as Exhibit B to the Settlement Agreement. The Court finds that the proposed Notice is clear and readily understandable by Settlement Class Members. The Court finds that the Notice Program, including the proposed Notice, constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice to the Settlement Classes in full compliance with the requirements of applicable law, including Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution, and is the only notice to the Settlement Classes of the Settlement Agreement that is required.

11. As soon as practicable after the entry of this Order, Defendant will provide the Administrator with a Settlement Class list that includes names and last known contact information for each Class Member based on a reasonable search of Defendant's records. Following receipt of the list of potential Class Members from State Farm, the Administrator will attempt to verify and/or update the address of each such person.

12. The "Notice Date" shall be ninety (90) days following the entry of this Order.

13. Within 30 days of receiving the identity and addresses of potential Class Members and by no later than the Notice Date, State Farm will cause Administrator to send a copy of the Notice, substantially in the form attached to the Settlement Agreement as Exhibit B, by first class mail to each potential Class Member. State Farm and/or the Administrator will notify Class Counsel of compliance with the mailing of Notice. For any Notice that is returned undeliverable without forwarding address information, the Administrator shall perform a reasonable skip trace search using a third party address database such as LexisNexis, or similarly effective search, for a more current address for the potential Class Member and re-send the returned Notice to the potential Class Member by first class mail.

14. Any Class Member who wishes to be excluded from the Settlement Classes must submit a written request for exclusion as described in the Notice attached as to the Settlement Agreement Exhibit B. To be effective, the exclusion request must be mailed to the Administrator at the address provided in the Notice and must be postmarked by the date specified in the Notice, which will be forty-five (45) days after the original mailing date of the Notice. If the Settlement Agreement is finally approved as defined in the Settlement Agreement, any Class Member who does not send a timely and valid request for exclusion shall be a Settlement Class Member and shall be bound

by all subsequent proceedings, orders, and judgments in the Consolidated Actions, including, but not limited to, the release provisions set forth in the Settlement Agreement.

15. Any party exercising its right to request exclusion shall have a right to rescind its request for exclusion and participate in the Settlement by notifying the Administrator in writing, postmarked no later than seven (7) days before the Final Approval Hearing. To be effective, the rescission of the request for exclusion must set forth the full name and current address of the Class Member seeking to rescind the request for exclusion, be signed by the Class Member or his or her legally authorized representative, and contain a sentence stating: “The undersigned hereby rescinds his or her request for exclusion from the Settlement Agreement for the Resolution of the Thompson and Long Actions.”

16. Any Settlement Class Member who does not request exclusion from the Proposed Settlement may object to the Settlement Agreement, Class Counsel’s request for attorneys’ fees and costs (“Fee Application”), and/or any request for incentive awards for the Plaintiffs. To be considered, a notice of intent to object to the Proposed Settlement must be filed in these cases with the Clerk of the Court, and served upon Class Counsel and State Farm’s counsel, no later than fourteen (14) days prior to the date set in the notice for the Final Approval Hearing and be sent to the Administrator by first class mail, postmarked no later than fourteen (14) days prior to the date set in the notice for the Final Approval Hearing. The notice of intent to object must contain all of the information described in the Settlement Agreement and the Notice. Any Settlement Class Member who does not object in the foregoing manner shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement Agreement, Class Counsel’s Fee Application, and any request for incentive awards for the Plaintiffs.

17. Any Settlement Class Member who submits a timely and valid written objection may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Settlement Class Member's own expense, if they indicate in their written objection their intent to appear at the Final Approval Hearing as described in the Settlement Agreement. If the Class Member requests permission to speak at the Final Approval Hearing, the notice of intent to object must contain the additional information described in the Settlement Agreement.

18. The Administrator shall log each request for exclusion it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties on a weekly basis. The Administrator shall provide a copy of any rescission of requests for exclusion to counsel for the Parties no later than twenty-four (24) hours after receipt of the rescission. The Administrator shall provide a copy of any notice of intent to object to Plaintiffs' Counsel and State Farm's Counsel no later than twenty-four (24) hours after receipt of the notice of intent to object.

19. Within fourteen (14) days of completion of the Notice process described in paragraphs 27-29 of the Settlement Agreement, the Administrator shall provide to the Court, State Farm, and Class Counsel an affidavit or declaration and other evidence adequately demonstrating to the Court that the procedures for class notice have been completed.

20. The Court directs that the Fairness and Final Approval Hearing be scheduled for January 7, 2019, at 10 o'clock a.m. to assist the Court in determining whether the proposed Settlement Agreement should be finally approved as fair, reasonable and adequate to the Settlement Class Members; whether Final Judgment should be entered dismissing the Actions with prejudice; whether Class Counsel's Fee Application should be approved; and whether any request for incentive awards for the Plaintiffs should be approved.

21. Not later than thirty (30) days prior to the Final Approval Hearing, Class Counsel will file, and Defendant will not oppose, a motion seeking the Court's Final Approval of the Proposed Settlement. Class Counsel also shall file their Fee Application and any requests for incentive awards for the Plaintiffs by no later than thirty (30) days prior to the Final Approval Hearing.

22. The Court reserves the right to adjourn and/or reschedule the Final Approval Hearing without further notice of any kind; therefore, any Settlement Class Member intending to attend the Final Approval Hearing should (in addition to complying with all instructions and requirements above) confirm the date, time and location of the Final Approval Hearing with Class Counsel.

23. This Order shall become null and void and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if: (a) the Settlement Agreement is not finally approved by the Court; or (b) the Settlement Agreement is terminated in accordance with the Settlement Agreement.

24. Pending the final determination of whether the Settlement Agreement should be approved, all non-settlement related proceedings in these Actions are hereby stayed. If the Settlement Agreement is terminated or the Settlement Agreement is not finally approved, the stay shall be terminated.

25. The following chart summarizes the dates and deadlines set by this Order:

Date by which State Farm and the Administrator will provide Notice to the Settlement Class	November 8, 2018
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Date by which the Administrator shall submit an affidavit or declaration demonstrating that the procedures for class notice have been completed	November 22, 2018
Opt-Out Deadline (Last day for Settlement Class Members to submit written request to be excluded from the Settlement Classes)	December 26, 2018
Date Set for Final Approval Hearing	January 7, 2019
Last day for: (a) the Settling Parties to file any motions in support of final approval of the Settlement Agreement; and (b) Class Counsel to file a petition for fees and costs and incentive awards for the Plaintiffs	December 8, 2018
Opt-Out Deadline (Last day for Settlement Class Members to opt-out of the Settlement)	December 26, 2018
Objection Deadline (Last day for Settlement Class Members to file objections to the Settlement)	December 26, 2018
Exclusion Rescission Deadline (Last day for any Settlement Class Member who exercised its right to opt out of the Settlement to rescind the request for exclusion)	December 31, 2018

IT IS SO ORDERED.

SO ORDERED, this 10th day of August, 2018.

S/ Marc T. Treadwell
MARC T. TREADWELL
UNITED STATES DISTRICT COURT