

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA
Rochell Brent Dortch v. State Farm Mutual Automobile Insurance Company
Case No. 03-CV-2024-901729.00

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

The Court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.

PLEASE READ THIS NOTICE CAREFULLY

A Settlement has been reached in the case *Rochell Brent Dortch v. State Farm Mutual Automobile Insurance Company*, Case No. 03-CV-2024-901729.00, Circuit Court of Montgomery County, Alabama (the “Action”), entitling eligible Settlement Class Members who submit a valid and timely Claim Form to payment of Purchasing Fees (“Purchasing Fees”) for Covered Total Loss Claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Visit www.alabamafeesettlement.com for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

What Is this Class Action About?

Plaintiff alleges that State Farm Mutual Automobile Insurance Company (“State Farm” or “Defendant”) breached its insurance policies by failing to pay Plaintiff and other Alabama insureds who submitted a covered first-party private passenger auto physical damage claim during the period commencing from November 7, 2018, through February 10, 2026 (“Class Period”) that resulted in a total loss claim payment from State Farm which did not include full Purchasing Fees. State Farm maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and State Farm. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class. The Court is conducting a Final Approval Hearing on **June 15, 2026**, to decide whether to grant final approval of the Proposed Settlement.

QUESTIONS? VISIT WWW.ALABAMAFEESSETTLEMENT.COM

Settlement Terms

State Farm will pay Settlement Class Members \$20.50 in satisfaction of applicable Purchasing Fees to eligible Settlement Class Members who timely submit a valid claim. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for attorney's fees and costs of \$261,200.00, and Service Award of \$5,000.00 to the Class Representative. The attorneys' fees, costs, and Service Award will not reduce the amount of money available to Settlement Class Members.

In exchange, the Plaintiff and Settlement Class Members who do not exclude themselves from the Settlement agree to release any claim they have arising from or relating in any way to State Farm's alleged failure to pay full Purchasing Fees. If you are a Settlement Class Member, you can submit a claim to be paid for Purchasing Fees. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue State Farm individually and separately for payment of Purchasing Fees. You may also object to the terms of the Settlement if you comply with the requirements set forth below

How Do I Know if I'm a Member of the Settlement Class?

Settlement Class Members are Alabama policyholders and Insureds by an applicable State Farm entity and submitted a covered first-party private passenger auto physical damage claim during the period commencing from November 7, 2018, through February 10, 2026, that resulted in a total loss claim payment from State Farm which did not include full Purchasing Fees. You received this Notice because State Farm's records indicate you may be a member of the Settlement Class.

"Purchasing Fees" means (i) Alabama state sales tax of 2% exclusive of any city tax; (ii) any county sales tax amounts (based on the local rate in the Settlement Class Member's county); (iii) any applicable ad valorem taxes and ad valorem refund credit fees; and (iv) state, county, and city license fees, tag fees, and/or school fees.

If I Am a Settlement Class Member, What Are My Options?

If you are a Settlement Class Member, you have four options.

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form for payment of unpaid Purchasing Fees. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form you receive in the mail, carefully tearing at the perforation, and putting the Claim Form in the mail. You can visit **www.alabamafeesettlement.com** and request that the Claims Administrator send you a Claim Form (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting **www.alabamafeesettlement.com**, clicking the Make a Claim button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom State Farm has email addresses. The email has a link to permit you to access the Settlement Website to make a claim using a Claimant ID Number contained in the email and the Mailed Notice.

You can make a claim on **www.alabamafeesettlement.com** by clicking the Make a Claim button. You will need a Claimant ID Number (which was included in the Mailed Notice and Email Notice) or your State Farm Claim ID and Policy number.

If you submit a Claim Form in the mail, it must be postmarked by **July 15, 2026**. If you submit an Electronic Claim Form, you must do so by **July 15, 2026**.

Option 2. Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **May 15, 2026**, as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue State Farm separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Dortch v. State Farm
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

A request for exclusion must be postmarked on or before **May 15, 2026**.

Your request for exclusion must contain the following:

1. The name of the Action (*Dortch v. State Farm Mutual Automobile Insurance Company*)
2. Your full name;
3. Your current address;
4. Your phone number;
5. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
6. Your signature.

The Claims Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF **MAY 15, 2026, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

The Circuit Court is conducting a Final Approval Hearing on **June 15, 2026, at 9:00 a.m. CST** in Courtroom 3A of the Montgomery County Courthouse to decide whether to grant final approval of the Proposed Settlement. The date of the Final Approval Hearing may change without further notice to the Settlement Class. You should be advised to check the settlement website at www.alabamafeesettlement.com to confirm that the date of the Final Approval Hearing has not been changed.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.alabamafeesettlement.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class Members, you may file a Notice of Intent to Object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to Object to the terms of the settlement (described below) to the following:

Class Counsel:

Edmund A. Normand, Esq.
NORMAND PLLC
3165 McCrory Place, Ste. 175
Orlando, FL 32803

And to State Farm Counsel:

Daniel F. Diffley, Esq.
Blake M. Simon, Esq.
Melissa G. Quintana, Esq.
Alston & Bird LLP
1201 W. Peachtree St.
Atlanta, GA 30309

The Notice of Intent to Object to the terms of the settlement must include all of the following information:

1. The name of the Action (*Dortch v. State Farm Mutual Automobile Insurance Company*);
2. Your full name;
3. Your current address;
4. Your phone number;
5. All grounds for the objection, accompanied by any legal support for the objection known to You or Your counsel;
6. The number of times You have objected to a class action settlement within the five years preceding the date that You file the objection, the caption of each case in which You have made such objection, and a copy of any orders related to or ruling upon Your objections that were issued by the trial and appellate courts in each listed case;
7. The identity of all counsel who represent You, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
8. The number of times in which Your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that You filed the objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which Your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
9. Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between You or Your counsel and any other person or entity;

10. The identity of all counsel (if any) representing You who will appear at the Final Approval Hearing;
11. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
12. A statement confirming whether You intend to personally appear and/or testify at the Final Approval Hearing; and
13. Your signature (an attorney's signature is not sufficient).

Notices of Intent to Object must be postmarked by **May 15, 2026**. Any Notice of Intent to Object to the Settlement that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent to Object, you waive the right to request exclusion from the Settlement Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not a Notice of Intent to Object to the Settlement.

Option 4. Do Nothing Now. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against State Farm for full Purchasing Fees, even if you do not submit a Claim Form for payment. You will not receive a Settlement Class Payment if you do not submit a valid and timely Claim Form.

Who Is Representing the Class?

The Court has preliminarily appointed Plaintiff, Rochell Brent Dortch, to be the Class Representative of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

<p>NORMAND PLLC Edmund A. Normand, Esq. Christopher Hudon, Esq. 3165 McCrory Place, Ste 175 Orlando, FL 32803 (407) 603-6031 normandpllc.com</p>	<p>Lyons Irby, LLC R. Brent Irby, Esq. 2201 Arlington Ave. South Birmingham, AL 35205 www.lyonsirby.com</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites.

Class Counsel will request, and State Farm will not oppose, attorneys' fees and costs of up to \$261,200.00 with all amounts to be approved by the Court. Payment of attorneys' fees and costs has no impact on, and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by State Farm. If you submit a valid claim for payment, you will receive payment for Purchasing Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek a Service Award for the Class Representative in the amount of \$5,000.00, subject to Court approval. The Service Award is designed to reward the Class Representative for securing

the recovery awarded to members of the Settlement Class, and to acknowledge the time spent by the Plaintiff participating in the case and prosecuting the claims for the benefit of the Settlement Class. State Farm has agreed to pay the Class Representative Service Award to the Plaintiff up to the amount of \$5,000.00. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by State Farm, and will not affect or reduce in any way the amount of money paid to Settlement Class Members. If you submit a valid claim for payment, you will receive payment for Purchasing Fees, and that amount will not be reduced to pay the Class Representative Service Award.

What Claim(s) Against State Farm Are Settlement Class Members Releasing?

As a part of the Settlement, Settlement Class Members agree not to sue State Farm by asserting any claim based on any legal theory whatsoever, arising from or relating in any way to State Farm's alleged failure to pay full Purchasing Fees, in relation to their total loss claims. Unless you request exclusion from the Settlement Class, you give up the right to individually sue State Farm for unpaid fees (including but not limited to full Purchasing Fees) as part of your Covered Total Loss Claim, even if you do not submit a Claim Form for payment as part of this Settlement. You are not releasing any other claim against State Farm. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement at www.alabamafeesettlement.com.

How Do I Find Out More About This Lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please go to www.alabamafeesettlement.com.

The Settlement Website provides:

1. A blank Claim Form;
2. The full terms of the Settlement;
3. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
4. A copy of the Complaint filed by Plaintiff; and
5. Other general information about the class action.

You also may contact Class Counsel, whose contact information is provided above.

If the address you submit on your Claim Form changes, you must contact the Claims Administrator to provide a current address, or you may not receive your Settlement Class Member Payment.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE CLERK OF THE COURT, OR STATE FARM OR STATE FARM'S COUNSEL REGARDING THIS NOTICE.