

**STIPULATION OF CLASS ACTION SETTLEMENT**

This Stipulation of Class Action Settlement (“Stipulation”) is entered into by, between, and among Nola Greeno (the “Named Plaintiff”), on behalf of herself and as putative representative of the Settlement Class (collectively, “Plaintiffs”), and (2) Nationwide/Allied. Plaintiffs and Nationwide/Allied are collectively referred to as “the Parties.”

This Stipulation is entered into to effect a full and final settlement and dismissal with prejudice of the Lawsuit and the Released Claims on the terms set forth below, subject to the approval of the Court.

**RECITALS**

WHEREAS, on or about May 4, 2006, a putative class action complaint was filed by Nola Greeno, against Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, which matter was removed on or about July 13, 2006 to the United States District Court for the District of Montana, and is now captioned *Nola Greeno v. Allied Property and Casualty Insurance Co., et al.*, Cause No.: CV-06-113-M-DWM (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Nationwide/Allied failed to stack coverage benefits provided under Medical Payments (“MPC”), Uninsured Motorist (“UM”), and/or Underinsured Motorist (“UIM”) coverages in accordance with Montana law and thereby breached insurance contracts, acted in bad faith, and violated common law and statutory claims handling requirements; and

WHEREAS, Nationwide/Allied acknowledge that, pursuant to decisions of the Montana Supreme Court, stacked coverage benefits are afforded under MPC, UM, and UIM coverages provided under Montana personal motor vehicle policies which covered and charged a premium for more than one vehicle for such coverage, but Nationwide/Allied deny that they have engaged

in any wrongdoing and maintain that they consistently have acted in accordance with their insurance policies and all governing laws and regulations; and

WHEREAS, the Named Plaintiff and her counsel and Nationwide/Allied and their counsel have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Lawsuit, conducted extensive settlement negotiations, and reached this Stipulation at arms' length in order to conclusively resolve these disputes without the uncertainty, expense, and delay of further litigation pursuant to the terms set forth in this Stipulation.

NOW, THEREFORE, in consideration of the mutual terms, covenants and agreements set forth in this Stipulation, subject to preliminary and final approval by the Court, the Parties agree as follows:

**Section 1. Definitions**

1.01 "Claim Form" means the claim form as defined in Section 6 in such form as is mutually agreeable to the Parties and approved by the Court.

1.02 "Class Counsel" means the attorneys identified in Section 3.02 who may be approved by the Court to represent the Settlement Class.

1.03 "Class Member" or "Settlement Class Member" means any Named Plaintiff and any member of the Settlement Class who does not validly and timely elect exclusion from the Settlement Class as determined by the Court, and each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, agents, attorneys, predecessors, successors, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

1.04 "Class Period" means the period from January 1, 1998 through [the date of preliminary approval].

1.05 “Class Representative” means the Named Plaintiff, individually, and as representative of the Settlement Class.

1.06 “Complaints” means all Complaints filed by or on behalf of the Named Plaintiff and/or the Settlement Class at any time in the Lawsuit.

1.07 “Court” means the court presiding over the Lawsuit.

1.08 “Effective Date” has the meaning defined in Section 13.

1.09 “Fairness Hearing” means the final settlement approval hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of the proposed settlement as set forth in this Stipulation in accordance with the applicable procedural rules and other applicable law.

1.10 “Final Order and Judgment” means the order and judgment to be entered by the Court, in such form as is mutually agreeable to the Parties, approving the proposed settlement as set forth in this Stipulation as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole, as well as Nationwide/Allied, in accordance with the applicable procedural rules and other applicable law, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Stipulation.

1.11 “Final Settlement” means when each of the following events has occurred: (a) this Stipulation is approved in all respects by the Court; (b) entry is made of the Final Order and Judgment by the Court; and (c) the time for the filing of appeals has expired, or, if appealed, approval of the settlement and judgment has been affirmed in all respects by the appellate court(s) of last resort to which such appeal(s) have been taken and such affirmance has become final and no longer subject to further appeal or review of any kind.

1.12 “Lawsuit” means the putative class action lawsuit pending in the United States District Court for the District of Montana captioned *Nola Greeno v. Allied Property and Casualty Insurance Co. et al.*, Cause No.: CV-06-113-M-DWM.

1.13 “Mail Notice” means the Notice of Proposed Class Action Settlement and Fairness Hearing, in such form as is mutually agreeable to the Parties, and as approved by the Court, to be sent to Settlement Class Members as set forth in Section 4.

1.14 “MPC” coverage means Medical Payments Coverage providing insurance benefits without regard to fault as set forth in the subject motor vehicle insurance policies issued by a Nationwide/Allied or a Nationwide/Allied company.

1.15 “Named Plaintiff” means Nola Greeno as defined in the Recitals.

1.16 “Nationwide/Allied” means the named defendants in the Lawsuit, Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including without limitation, Nationwide Mutual Fire Insurance Company, [additional names of entities identified as included in data may be added] and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, financial or investment advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators.

1.17 “Notice Plan” means collectively the Mail Notice, the Publication Notice, and the notice methodology described in Section 4.

1.18 “Notice Period” means the period commencing on the first date the Mail Notice is mailed to Settlement Class Members by the Settlement Administrator and continuing through the deadline for submission of Claim Forms.

1.19 “Opt-Out Period” means the period for potential Settlement Class Members to submit a valid request for exclusion to the Settlement Administrator as set forth in Section 5.

1.20 “Parties” means Plaintiffs and Nationwide/Allied as defined in the Recitals.

1.21 “Plaintiffs” means the named Plaintiff and the Settlement Class as defined in the Recitals.

1.22 “Plaintiffs’ Counsel” means counsel of record for Plaintiffs in the Lawsuit.

1.23 “Preliminary Approval Order” mean the Court’s preliminary approval of the proposed settlement as set forth in this Stipulation in such form as is mutually agreeable to the Parties and as approved by the Court.

1.24 “Publication Notice” means the approved summary notice to be published as set forth in Section 4 in such form as is mutually agreeable to the Parties and as approved by the Court.

1.25 “Released Claims” has the meaning defined in Section 11.

1.26 “Released Parties” has the meaning defined in Section 11.

1.27 “Settlement Administrator” means the third-party class action administration firm selected by Nationwide/Allied and approved by Class Counsel as set forth in Section 4.

1.28 “Settlement Class” has the meaning defined in Section 3.

1.29 “Settlement Documents” means this Stipulation, the Mail Notice, the Publication Notice, the Claim Form, the Preliminary Approval Order, and the Final Order and Judgment.

1.30 “Settlement Payment” has the meaning defined in Section 6.

1.31 “Stipulation” means this Stipulation of Class Action Settlement.

1.32 “UIM” coverage means Underinsured Motorist Coverage as set forth in the subject motor vehicle insurance policies issued by Nationwide/Allied or a Nationwide/Allied affiliated company.

1.33 “UM” coverage means Uninsured Motorist coverage as set forth in the subject motor vehicle insurance policies issued by a Nationwide/Allied or a Nationwide/Allied affiliated company.

## **Section 2. Denial of Liability**

2.01 Nationwide/Allied has agreed to enter into this Stipulation without any express or implied acknowledgment, in any way, of any fault or liability to anyone, including the Plaintiff. Nationwide/Allied has concluded that settlement, on the terms set forth in this Stipulation, is in its best interests and the best interests of its insureds, taking into account, among other things, the inconvenience, distraction, delay, expense and disruption associated with further litigation of the Lawsuit.

2.02 Throughout the course of the Lawsuit, and otherwise at all times, Nationwide/Allied has denied all allegations of wrongdoing or liability whatsoever asserted and/or which could have been asserted in the Lawsuit. Nationwide/Allied continues to do so and neither this Stipulation, nor anything contained in this Stipulation, or offered and exchanged between counsel as negotiated and/or leading to this Stipulation, may be used or construed by any Party, Settlement Class Member, person or entity as an admission of wrongdoing or liability by Nationwide/Allied in any way whatsoever.

### Section 3. Certification of Settlement Class

3.01 The Parties stipulate to certification of the following Settlement Class solely for the purpose of effecting the proposed settlement of the Lawsuit pursuant to the terms and conditions of this Stipulation:

Policy holders and their family members who purchased or were otherwise insured under a Nationwide/Allied personal automobile insurance policy or policies issued or renewed in the State of Montana, and who (a) were injured in a motor vehicle (including motorcycle or motor homes) accident; (b) were insured by Nationwide/Allied under one or more Medical Payments (MPC), Uninsured Motorist (UM), or Underinsured Motorist (UIM) coverages priced on a per vehicle basis; (c) did not receive the stacked benefit of all of those MPC, UM, or UIM coverages; and (d) on or after January 1, 1998, were entitled to stacked MPC, UM, or UIM coverage or additional stacked MPC, UM, or UIM coverages from Nationwide/Allied.

Excluded from the Settlement Class are: (i) Nationwide/Allied, any entities in which Nationwide/Allied has a controlling interest, and all of their legal representatives, heirs and successors; and (ii) members of the judiciary. Also excluded from the Settlement Class are individual MPC, UM, or UIM claims that are at issue in litigation filed and pending as of [date of preliminary approval] other than this Lawsuit.

3.02 Solely for the purpose of implementing the terms of this Stipulation and effectuating the proposed settlement, Nationwide/Allied and the Named Plaintiff stipulate that the Court may enter a Preliminary Approval Order certifying the Settlement Class, appointing the Named Plaintiff as representative of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

Lawrence A. Anderson  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608

Rex Palmer  
Attorney at Law  
Attorneys Inc. P.C.  
301 W. Spruce  
Missoula, Montana 59802

3.03 Solely for the purpose of implementing this Stipulation and effectuating the proposed settlement, Nationwide/Allied stipulate that the Named Plaintiff is an adequate representative of the Settlement Class. The Named Plaintiff agrees that she will not opt out of the proposed settlement on her behalf or on behalf of any person or entity for which she would have the authority to request exclusion.

3.04 After execution of this Stipulation, the Parties shall (i) promptly advise the Court of the proposed settlement; and (ii) promptly move the Court to set a preliminary approval hearing to enter the Preliminary Approval Order in such form as is mutually agreeable to the Parties, which:

3.04.1 preliminarily approves this Stipulation;

3.04.2 certifies the Settlement Class (the Court expressly reserving the right to determine, should the occasion arise, whether a class may be certified for purposes other than settlement, and Nationwide/Allied hereby retaining all rights to assert that the Lawsuit may not be certified as a class action except for settlement purposes as set forth in this Stipulation);

3.04.3 schedules a Fairness Hearing on final approval of this Stipulation to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved;

3.04.4 finds that the proposed settlement is sufficient to warrant providing notice to the Settlement Class;

3.04.5 appoints a Settlement Administrator selected by Nationwide/Allied and approved by Class Counsel as described in Section 4;

3.04.6 approves the Mail Notice in such form as is mutually agreeable to the Parties to be sent to the persons described in Section 4, and directs its mailing by First-Class Mail to the last known address for each such person;

3.04.7 approves the Publication Notice in such form as is mutually agreeable to the Parties, and directs that it be published as set forth in Section 4;

3.04.8 approves a Claim Form, in such form as is mutually agreeable to the Parties, for distribution to members of the Settlement Class, and sets a date after which the Claim Forms shall be deemed untimely as set forth in Section 6;

3.04.9 determines that the Mail Notice and the Publication Notice: (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement, (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) meets all applicable requirements of due process and applicable law;

3.04.10 requires the Settlement Administrator to file proof of mailing of the Mail Notice and publication of the Publication Notice with the Court, at or before the Fairness Hearing;

3.04.11 requires each Settlement Class Member who wishes to exclude himself, herself, or itself from the Settlement Class to submit an appropriate, timely request for exclusion, as provided in Section 5.01, postmarked no later than sixty (60) days after the commencement of the Notice Period, to the Settlement Administrator as directed in the Mail Notice;

3.04.12 preliminarily enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Class: (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) from filing,

commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims.

3.04.13 rules that any Settlement Class Member who does not submit a timely and valid written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments entered by the Court, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release as set forth in Section 11;

3.04.14 requires each Settlement Class Member who has not submitted a timely and valid request for exclusion from the Settlement Class and who wishes to object to the fairness, reasonableness, or adequacy of this Stipulation or the proposed settlement, or to the Attorneys' Fee Award (as provided in Section 10), to file with the Court and serve copies upon Class Counsel and Nationwide/Allied's counsel no later than sixty (60) days after commencement of the Notice Period, a statement of the objection, as provided in Section 5.02, as well as the specific legal and factual reasons, if any, for each objection, including any support the Settlement Class Member wishes to bring to the Court's attention and all evidence the Settlement Class Member wishes to introduce in support of his or her objection, or be forever barred from objecting;

3.04.15 requires any attorney hired by a Settlement Class Member at the Settlement Class Member's expense for the purpose of objecting to this Stipulation or to the proposed settlement, or to the Attorneys' Fee Award, to file with the Court (and serve copies upon Class Counsel and Nationwide/Allied's counsel) a notice of appearance no later than sixty (60) days after commencement of the Notice Period, or as the Court may otherwise direct;

3.04.16 requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to file with the Court (and serve copies upon Class Counsel and Nationwide/Allied's counsel) no later than sixty (60) days after commencement of the Notice Period, or as the Court may otherwise direct, a notice of intention to appear;

3.04.17 directs the Settlement Administrator to rent a post office box to be used for receiving requests for exclusion, notices of intention to appear, requests for Mail Notices and Claim Forms and any other settlement-related communications; and

3.04.18 contains any additional provisions agreeable to the Parties that might be necessary to implement the terms of this Stipulation and the proposed settlement.

#### **Section 4. Settlement Administration and Class Notice**

4.01 The Parties agree that Nationwide/Allied will retain a reputable third party Settlement Administrator at their own expense to send, receive and process all communications to or from potential Settlement Class Members, including the Mail Notice and the Publication Notice as set forth in this Section, and to process claims as set forth in Section 6. Class Counsel shall have the right to approve Nationwide/Allied's selection of a Settlement Administrator, but shall not unreasonably withhold such approval.

4.02 Direct mail notice will be provided to Class Members by sending the Mail Notice and Claim Form by first class mail, postage prepaid, to the last known address of all persons identified as potential Class Members. Potential Class Members who will receive direct mail notice, and their last known addresses, will be identified by Nationwide/Allied from their reasonably available electronic records identifying potential Settlement Class Members who (a) made a claim or claims during the Class Period, (b) were a policyholder under both a Nationwide/Allied personal auto policy and a separate Nationwide/Allied policy covering a motorcycle, motor home, or other motor vehicle designed for use mainly on public roads; or (c) did not make a claim, but were a policyholder, during the Class Period. It has been disclosed that Nationwide/Allied's ability to electronically identify policyholders described under (c) above is limited, and that Nationwide/Allied will not be required to conduct a manual file (including microfiche) review of records to identify such persons. The Mail Notice shall be modeled after the notice forms published by the Federal Judicial Center and in such form as is mutually agreeable to the Parties and approved by the Court. The Settlement Administrator will arrange for printing and mailing of the Mail Notice and Claim Form. Addresses will be run through the National Change of Address database prior to mailing.

4.03 In the event that a Mail Notice to a Settlement Class Member is returned to the Settlement Administrator, the Settlement Administrator shall resend the Mail Notice to the forwarding address, if one is provided by the United States Postal Service. If a forwarding address is not provided by the United States Postal Service, the Settlement Administrator shall attempt to locate a more current address for the Class Member and thereafter redeliver the Mail Notice as appropriate.

4.04 Publication Notice will be provided by publishing as a ¼ page ad in Section "A", on three consecutive Sundays, in up to seven Montana metropolitan newspapers to be chosen by Class Counsel and approved by the Court. The Publication Notice will be timed to reasonably

correlate with the mailing of the Mail Notice. Publication of the Publication Notice will be arranged by the Settlement Administrator in coordination with counsel for the Parties.

4.05 Nationwide/Allied will establish and maintain, through the Settlement Administrator, a website with downloadable Claim Forms and hyperlinks to Settlement Documents and such other documents the Parties shall reasonably agree upon, as well as frequently asked questions and responses thereto, as the Parties shall reasonably agree upon. The website will remain operational and accessible through the end of the Notice Period.

4.06 Nationwide/Allied will establish and maintain, through the Settlement Administrator, a toll free number which will provide recorded responses for frequently asked questions to assist Class Members and will allow Class Members to request a Mail Notice and Claim Form, which number will remain operational through the end of the Notice Period and which will be updated upon the occurrence of significant events in the settlement administration.

4.07 All expenses incurred in providing the Mail Notice and Publication Notice, as well as the telephone and website support, as set forth above will be at Nationwide/Allied's expense.

### **Section 5. Opt-Out and Objection Procedures**

5.01 All Settlement Class Members wishing to be excluded from the Settlement Class must timely return a valid written request for exclusion (a/k/a Opt Out). Requests for exclusion from Settlement Class Members will be submitted to and processed by the Settlement Administrator without the necessity of additional service on counsel for the Parties. A request for exclusion from a Settlement Class Member must be in writing and include: (1) the Settlement Class Member's name, and any former names under which the Settlement Class Member may have been insured by Nationwide/Allied; (2) the Settlement Class Member's policy number or last four digits of the Settlement Class Member's Social Security Number; (3) the

Settlement Class Member's address; (4) the Settlement Class Member's expression of the desire to opt out or be excluded from the Settlement Class; and (5) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted by each person or entity requesting exclusion. The Mail Notice will contain the above instructions on how to opt out of the Settlement Class. The Publication Notice will contain the deadline for opting out of the Settlement Class, and information to allow Settlement Class Members to obtain the above instructions on how to opt out of the Settlement Class. In order to be valid, a request for exclusion must satisfy the above requirements and be sent (as determined by postmark date) to the Settlement Administrator by First-Class Mail, postage prepaid, postmarked no later than sixty (60) days after the commencement of the Notice Period.

5.02 Any Settlement Class Member who has not excluded himself, herself, or itself from the Settlement Class may submit a written objection(s) for the Court's consideration, including without limitation objections to the final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the representation by the Class Representative or by Class Counsel, the request of Class Counsel for fees and expenses or the compensation to the Class Representative. Each objection must be in writing and include: (1) a prominent identifying reference to the case as follows "Greeno v. Nationwide/Allied, Cause No. CV-06-113-M-DWM"; (2) the Settlement Class Member's name; (3) the Settlement Class Member's policy number or last four digits of the Settlement Class Member's Social Security Number; (4) the Settlement Class Member's address; (5) a statement of each objection being made; (6) a statement indicating whether the Settlement Class Member intends to appear at the Fairness Hearing to be held by the Court; and (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit. Any such written objections must be

filed with the Court and served upon Class Counsel and Nationwide/Allied's counsel postmarked no later than sixty (60) days after commencement of the Notice Period.

## **Section 6. Settlement Relief**

Settlement Class Members will be eligible to receive the following relief:

### 6.01 Claim Process

#### 6.01.1 Automatic Claim Review

Nationwide/Allied will automatically reopen the MPC, UM, or UIM claims of all Class Members who had such claims during the Class Period and received payment from Nationwide/Allied in an amount equal to or greater than 95% of the non-stacked MPC, UM, or UIM limits for that coverage. Nationwide/Allied will identify Class Members meeting this description prior to the distribution of the Mail Notice, and will, as part of the Mail Notice, notify such Class Members that their claim(s) will be automatically reopened for review under the settlement, and that the Class Member will only need to submit a Claim Form if he or she seeks additional MPC, UM, or UIM benefits. If, upon such reopening and review, it is determined, as established by documentation already in Nationwide/Allied's possession, that the full stacked amount is due to any such Class Member, that amount will be paid within a reasonable time period after the Effective Date. The automatic review and payment shall not apply to Class Members whose Mail Notices are returned as undeliverable and for whom no forwarding address can be located by the procedures set forth in this Stipulation.

In the instance where Nationwide/Allied does not make additional MPC, UM, or UIM payments that exhaust the full stacked coverage limits under any applicable coverage, Nationwide/Allied shall advise the Class Member that additional MPC, UM, or UIM benefits may be available and that a Claim Form must be submitted to obtain additional benefits the Class Member believes to be due and owing under that coverage. The Claim Form for MPC, UM, or UIM benefits in excess of the amount voluntarily paid by Nationwide/Allied must be submitted

(as determined by postmark date) by a date no later than ninety-three (93) days after Nationwide/Allied mails a notification to the Class Member that additional benefits may be due and owing. The Claim Form must include any additional documentation or information the Class Member believes supports his or her claim for additional payment benefits. In the event the Class Member has, after reasonable effort, been unable to obtain necessary information or documentation prior to the deadline for submitting his or her claim, the Class Member may request, no later than the deadline for submitting his or her claim, additional time and/or assistance from Class Counsel to obtain the information or documentation. A provision for such a request will be included in the Claim Form. Any dispute concerning the affording of additional time shall be resolved by the Neutral Evaluator. Benefits for any additional damages not claimed and submitted with the Claim Form shall be waived.

6.01.2 Claim Review Pursuant to Claim Form

Class Members whose MPC, UM, or UIM claims are not subject to automatic review as set forth above must, by a date no later than one hundred and eighty-three (183) days after commencement of the Notice Period, submit (as determined by postmark date) a Claim Form in order to be entitled to additional review of their claim. The Claim Form must include any additional documentation or information the Class Member believes supports his or her claim for additional MPC, UM, or UIM benefits. In the event the Class Member has, after reasonable effort, been unable to obtain necessary information or documentation prior to the deadline for submitting his or her claim, the Class Member may request, no later than the deadline for submitting his or her claim, additional time and/or assistance from Class Counsel to obtain the information or documentation. A provision for such a request will be included in the Claim Form. Any dispute concerning the affording of additional time shall be resolved by the Neutral Evaluator. Benefits for any damages not claimed and submitted with the Claim Form shall be waived.

6.01.3 Claim Review Standards

The Claim Form submission from a Class Member shall be reviewed by Nationwide/Allied's personnel and/or claims personnel retained by Nationwide/Allied. Nationwide/Allied shall be entitled to request from the Class Member a medical and wage authorization for release of medical and employment information.

Nationwide/Allied shall within a reasonable time period to be agreed upon respond to the Claim Form submission advising of its review and proposed resolution of the MPC, UM, or UIM claim. Nationwide/Allied shall be entitled to make a submission to refute, modify or supplement the Claim Form documentation submitted by the Class Member. Nationwide/Allied shall provide their response to both the Class Member and Class Counsel.

Settlement Payments on valid claims shall be 100% of the amount of the Class Member's actual damages, plus interest as provided in Section 6.01.4, covered by the applicable MPC, UM, or UIM coverage(s), subject to the following:

6.01.3.a The total amount payable under any MPC, UM, or UIM claim shall not exceed the stacked coverage limits for the applicable coverage;

6.01.3.b Claims will be eligible for payment where no amount of stacked coverage benefits under MPC, UM, or UIM was previously paid or expressly offered in writing to the Class Member prior to May 4, 2006 (date of filing action); no payments will be due under MPC, UM, or UIM coverage where some amount of stacked benefits under that coverage was paid or offered in writing prior to May 4, 2006 (date of filing action);

6.01.3.c Claims will be eligible for payment under MPC, UM, or UIM even though the claim file may indicate the Class Member's acquiescence to the amount of benefits paid on the claim, except that no payment will be due to the Class Member under a particular coverage where: (1) a settlement has been approved by a court exercising jurisdiction over the matter, and the approved settlement does not expressly reserve the right to seek stacked

coverage; or (2) (a) a release has been executed and does not expressly reserve the right to seek stacked coverage; and (b) either (i) the Class Member was represented by counsel when the release was signed or (ii) the release, or a writing that precedes it, indicates that the issue of whether or not the coverage should be stacked was expressly disputed by the Class Member;

6.01.3.d Claims for damages or benefits that would be untimely submitted under the applicable coverage terms will be eligible for payment under the settlement, but only if: (1) payments on the claim prior to review under this settlement were 95% or more of the non-stacked limits for the applicable coverage, or (2) evidence exists (e.g., correspondence, file note, or attestation by Class Member on Claim Form) that the Class Member was advised that stacked coverage was denied or would not be provided and then only to the extent the amounts claimed in this settlement exceed the non-stacked limits of the applicable coverage.

#### 6.01.4 Interest

6.01.4.a Class Members who qualify for a Settlement Payment shall also receive as part of their Settlement Payment interest on medical services charges and other benefits paid under this settlement to be assessed at the rate of ten percent (10%) per annum, running from thirty (30) days after the date the medical services were incurred and running from 120 days after the date of the accident on other benefits.

6.01.4.b When Nationwide /Allied and an individual Class Member reach agreement that all or some portion of the individual Class Members Settlement Payment is undisputed, Nationwide /Allied shall have thirty (30) days to make payment of the undisputed portion of the settlement payment to that individual Class Member. If payment of the undisputed portion of the Settlement Payments is not made within the allowed thirty (30) days, Nationwide/Allied shall also pay, in addition to the Settlement Payment, interest on the Settlement Payment to be assessed at the rate of ten percent (10%) per annum, running from the date the given portion of the Settlement Payment became undisputed.

6.01.4.c If payment of the Attorneys Fee Award provided for in Section 10 is not made within thirty (30) days of the Effective Date as provided in and subject to the conditions of Section 10.03, Nationwide / Allied shall also pay, in addition to the Attorneys Fee Award expressly approved by the Court, interest on the Attorneys Fee Award to be assessed at the rate of ten (10%) percent per annum, running from the Effective Date.

6.02 Neutral Evaluation

6.02.1 Appointment of Neutral Evaluator

The Court shall appoint one or more neutral third party evaluators recommended jointly by the Parties to be the binding arbitrator(s) of any disputes between the Class Members and Nationwide/Allied as to the amounts due as a Settlement Payment. The Parties agree that the Neutral Evaluator(s) should have sufficient relevant experience to properly review and resolve any issues presented and who will be truly neutral, e.g., not be inclined to find in favor of the Class Members or Nationwide/Allied. The Neutral Evaluator's fees will be paid by Nationwide/Allied in an amount to be agreed upon. Neither Nationwide/Allied, nor the Named Plaintiff, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator(s).

6.02.2 Neutral Evaluation Process

Class Members shall have sixty (60) days from receiving Nationwide/Allied's resolution of a settlement claim to submit a written objection. If an objection is timely submitted and the objection is not otherwise resolved, it shall be reviewed and finally resolved by the Neutral Evaluator. The Neutral Evaluator's review shall be limited to damages or benefit determinations expressly objected to by the Class Member. The Neutral Evaluator shall apply the same standards and limitations applicable to Nationwide/Allied's review as set forth under Section 6.01.3. The Parties shall have ninety (90) days from the date of the objection to make submissions regarding the damages or benefits in dispute. Formal rules of evidence shall not

apply, but the materials considered should be reasonably reliable in the sole judgment of the Neutral Evaluator. The Neutral Evaluator, in his or her sole judgment, may request a hearing to assist in resolution of the objection, which may be attended by phone or in person by the Class Member, Class Counsel, and Nationwide/Allied and their counsel. The Neutral Evaluator shall decide the dispute within a reasonable time to be agreed upon after all timely submissions have been made, depending on the nature and complexity of the dispute. The Neutral Evaluator's decision shall be final and binding.

#### 6.02.3 Deceased, Minor, and Incapacitated Class Members

6.02.3.a Claims may be submitted to any attorney or interested person on behalf of a deceased Class Member's estate. Before any funds will be distributed by Nationwide/Allied, the Court shall approve the party submitting such a claim as the proper party to receive distribution of funds. In addition, when necessary, estates deemed entitled to benefits under this Stipulation shall be reopened before such benefits will be paid.

6.02.3.b If any minor is a Class Member, court approval of the final distribution to that Class Member, pursuant to the applicable Montana rules, will be required. Nationwide/Allied reserves the right to require appointment of a conservator to sign for the funds to be distributed to minor Class Members.

6.02.3.c Claims may be submitted by any attorney or interested person on behalf of an incapacitated Class Member. Before any funds will be distributed by Nationwide/Allied, the Court shall approve the party submitting such a claim as the proper party to receive distribution of funds.

#### 6.03 Class Representative Award

Nationwide/Allied will pay a Class Representative award to the approved Class Representative up to the amount of \$5,000 as may be approved and awarded by the Court, which

payment will be separate from and will not diminish any Settlement Payments or other relief provided to the Named Plaintiff or Settlement Class Members.

### **Section 7. Confirmatory Discovery**

7.01 Nationwide/Allied will provide Plaintiffs' Counsel with reasonable access to information to allow Plaintiffs' Counsel to confirm that data has been pulled consistent with the parameters agreed upon in this Stipulation and to confirm the underlying basis supporting payment determinations made on claims reviewed under this Stipulation. Nationwide/Allied will also provide such reasonable additional information pertinent to approval of the proposed settlement by the Court as may be deemed necessary by the Parties based upon requests from the Court, timely objections, or other unanticipated events.

All such confirmatory discovery provided by any Party will be kept confidential except as specifically agreed by the parties to support the settlement or as otherwise ordered by the Court.

### **Section 8. Confidentiality of Information**

8.01 The Parties agree that the names, addresses, and other data concerning Settlement Class Members used by Nationwide/Allied in effecting this proposed settlement and the other materials to be utilized by Nationwide/Allied in effecting their obligations under this Stipulation ("Information") constitute trade secrets and/or highly confidential and proprietary business information. Therefore:

8.01.1 It is agreed that no person, other than individuals directly employed by Nationwide/Allied or to whom Nationwide/Allied have expressly permitted access, shall be allowed to access any Information except: (i) the Settlement Administrator and the

employees of the Settlement Administrator; (ii) the Parties' respective counsel and the employees of the Parties' respective counsel; and (iii) such other persons as the Court may order.

8.01.2 The confidentiality of the Information shall be protected by entry by the Court of protective provisions in the Preliminary Approval Order and Final Approval Order and Judgment. Violation of this protective order may be remedied by an action for damages and/or appropriate injunctive relief.

8.01.3 Class Counsel agree to return all Information and materials obtained from Nationwide/Allied in connection with the proposed settlement, including any copies made thereof, within thirty (30) days after the date on which all claims made under the proposed settlement have been resolved, and to retain no copies thereof.

#### **Section 9. Communications With the Settlement Class**

9.01 Other than as provided in this Stipulation, communications relating to the Lawsuit or this proposed settlement with potential Settlement Class Members shall be handled through Class Counsel and the Settlement Administrator; provided, however, that nothing in this Stipulation shall be construed to prevent Nationwide/Allied from communicating orally, electronically, or in writing with potential Settlement Class Members in the ordinary course of business.

#### **Section 10. Attorneys' Fee Award**

10.01 Subject to Section 10.03 and the occurrence of the Effective Date (as defined in Section 13), attorneys' fees, costs and expenses approved and awarded by the Court up to the collective sum of seven hundred and seventy-five thousand dollars (\$775,000.00) ("Attorneys' Fee Award") will be paid to Class Counsel by Nationwide/Allied, separate and apart from settlement relief made available to Settlement Class Members. Class Counsel agree not to seek

from the Court an award of attorneys' fees, costs, and expenses collectively in excess of the foregoing sum, and Nationwide/Allied agree not to contest an award up to this amount.

10.02 The Parties and Class Counsel expressly agree that the terms of this Stipulation are not conditioned upon any minimum Attorneys' Fees Award, or upon the payment of any incentive award to the Named Plaintiff. The Parties and Class Counsel further agree that Nationwide/Allied's timely payment of the Attorneys' Fee Award as directed by the Court shall constitute a complete satisfaction of its obligations under this Stipulation, and that no other claim for attorneys' fees, costs, or expenses shall be made against Nationwide/Allied relating to this Stipulation or the Lawsuit, regardless of any ultimate allocation or distribution of the Attorneys' Fee Award among Class Counsel, and that Nationwide/Allied shall not be made a party and shall not be requested or compelled by any of the Parties or Class Counsel to produce documents or information or to provide testimony in any proceeding concerning or relating to the allocation or distribution of the Attorneys' Fee Award.

10.03 Any Attorneys' Fee Award to Class Counsel shall be paid by Nationwide/Allied within thirty (30) days of the occurrence of the Effective Date, provided that written payment instructions have been received by Nationwide/Allied's counsel and approved by the Court.

10.04 The Parties agree and acknowledge that, except as specifically set forth in and subject to the terms of Section 10 of this Stipulation, Nationwide/Allied will not pay or be liable for any claims for attorneys' fees, costs, expenses, or disbursements incurred by Named Plaintiff or any Settlement Class Member or by Class Counsel or any other counsel representing the Named Plaintiff or any Settlement Class Member in connection with or related in any manner to the Lawsuit, the settlement set forth in this Stipulation, any MPC, UM, or UIM claim subject to this settlement, and/or the Released Claims.

**Section 11. Final Approval, Dismissal of Claims, and Releases**

11.01 If this Stipulation (including any modification thereto made with the consent of the Parties as provided in this Stipulation) is approved by the Court following the Fairness Hearing held by the Court, the Parties shall request the Court to enter a Final Order and Judgment, in a form agreed upon by the Parties, which:

11.01.1 finds that the Court has personal jurisdiction over all the Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation and all attached Exhibits;

11.01.2 gives final approval to this Stipulation as being fair, reasonable, and adequate as to each of the Parties, and consistent and in compliance with all requirements of Due Process and applicable law, and is in the best interests of the Parties and the Settlement Class Members, and directs the Parties and their counsel to implement and consummate this Stipulation in accordance with its terms and provisions;

11.01.3 declares this Stipulation and the Final Order and Judgment to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in this Section) maintained by or on behalf of the Named Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns;

11.01.4 finds that the Notice Plan, including the Mail Notice, Publication Notice, and the notice methodology implemented pursuant to this Stipulation (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit, their right to object or exclude themselves from the proposed settlement and to appear at the Fairness Hearing to be held by the Court, and their right to seek monetary relief as provided in this Stipulation; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons

entitled to receive notice; and (iv) meet all applicable requirements of Due Process and applicable law;

11.01.5 finds that Class Counsel and the Named Plaintiff adequately represented the Settlement Class for the purpose of entering into and implementing this Stipulation;

11.01.6 dismisses the Lawsuit, and the claims asserted in the Lawsuit (including all individual and class claims presented thereby) on the merits as to Nationwide/Allied and with prejudice and without fees or costs except as provided in this Stipulation;

11.01.7 adjudges that the Named Plaintiff and the Settlement Class have conclusively compromised, settled, discharged, dismissed, and released any and all Released Claims against the Released Parties;

11.01.8 approves the payment of the Attorneys' Fee Award to Class Counsel as set forth in Section 10;

11.01.9 without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Nationwide/Allied, the Named Plaintiff and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the settlement and the Final Order and Judgment, and for any other necessary purposes;

11.01.10 provides that, upon the Effective Date, the Named Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against the Released Parties, and any such Settlement Class Members shall have released any and all Released Claims against the Released Parties.

11.01.11 determines that the Stipulation and the settlement provided for in this Stipulation, and any proceedings taken pursuant thereto, are not, and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Nationwide/Allied; provided, however, that reference may be made to this Stipulation and the proposed settlement provided for in this Stipulation in such proceedings as may be necessary to effectuate or enforce the provisions of this Stipulation;

11.01.12 bars and enjoins all Settlement Class Members who have not been excluded from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) organizing members of the Settlement Class who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims;

11.01.13 approves the Opt-Out list and determines that the Opt-Out list is a complete list of all Settlement Class Members who have timely and validly requested exclusion from the Settlement Class and accordingly, shall not be bound by the Final Order and Judgment; and

11.01.14 authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Stipulation as

(i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of Settlement Class Members.

11.02 As of the Effective Date (as defined in Section 13), the Named Plaintiff, and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

11.02.1 “Released Parties” means Nationwide/Allied as defined in this Stipulation.

11.02.2 “Released Claims” mean and include any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state, or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Named Plaintiff or any Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences prior to Final Judgment entered in the Lawsuit on (date to be inserted) involving, based on, arising out of, related to, or in any way connected with, directly or indirectly, Nationwide/Allied’s design,

underwriting, pricing, promotion, sale, or servicing of Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverage in force during the Class Period as well as Nationwide/Allied's review, handling, payment, adjustment or denial of claims for Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverages for claims that were open or could have been made during any part of the Class Period.

Included as Released Claims, by example and without limitation, are claims for breach of contract, breach of the duty of good faith and fair dealing, negligence, bad faith, willful and wanton conduct, breach of statutory duties, actual or constructive fraud, intentional or negligent misrepresentations, fraudulent inducement, outrageous conduct, statutory and consumer fraud, breach of fiduciary duty or quasi-fiduciary duty, unfair or deceptive business or trade or insurance acts or practices, violation of Section 33-18-201, MCA, et seq., insurance premium overcharges or a refund or rebate of premiums, anticipatory repudiation, restitution, rescission, disgorgement, reformation, injunctive or declaratory relief, claims for compensatory, consequential, and punitive or exemplary damages, damages based on statutory violations, remedies, or penalties, damages in excess of actual damages, damages for physical or bodily injury, or other injuries to person, property, or psyche, damages for emotional distress or mental anguish, lost wages, loss of income, attorneys' fees, interest, costs, penalties, and any other damages.

11.02.3 In connection with this Release, the Named Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, the Named Plaintiff and the Settlement Class Members acknowledge that a portion of the consideration received herein is for a release with respect to future damages and complaints, whether resulting from known injuries and consequences or from unknown injuries or unknown

consequences of known or unknown injuries and state that it is the intention of the Named Plaintiff and the Settlement Class Members to fully, finally, and forever to settle and release all matters, known or otherwise, and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) constituting Released Claims.

11.03 Nothing in this Release shall preclude any action to enforce the terms of this Stipulation, including participation in any of the processes detailed herein.

### **Section 12. Withdrawal from Settlement**

12.01 Within fifteen (15) business days of the occurrence of any of the following events, and upon written notice to counsel for Nationwide/Allied or the Named Plaintiff, either Nationwide/Allied or the Named Plaintiff shall have the right to withdraw from the proposed settlement

- (a) if the Court fails to approve this Stipulation or if on appeal the Court's approval is reversed or modified; or
- (b) if the Court materially alters any of the terms of this Stipulation; or
- (c) if the Preliminary Approval Order or the Final Order and Judgment are not entered by the Court, or one or both is reversed or modified on appeal, or otherwise fails for any reason; or
- (d) if the Effective Date does not occur for any reason.

In the event of a withdrawal pursuant to this Section, the certification of the Settlement Class provided in this Stipulation will be vacated without prejudice to any Party's position on the issue of class certification in the Lawsuit, and the Parties shall be restored to their litigation positions existing immediately before the execution of this Stipulation.

12.02 If seven percent (7%) or more of the Settlement Class Members who are provided Mail Notice timely submit requests for exclusion from the Settlement Class, Nationwide/Allied

may, at their option, withdraw from this Stipulation. In that event, all of Nationwide/Allied's obligations under this Stipulation shall cease to be of any force and effect; the certification of the Settlement Class provided in this Stipulation shall be vacated without prejudice to Nationwide/Allied's positions on the issue of class certification in any of the Lawsuit; and Nationwide/Allied shall be restored to their litigation position existing immediately before the execution of this Stipulation. In order to elect to withdraw from this Stipulation on the basis set forth in this Subsection, Nationwide/Allied shall notify Class Counsel in writing of their election to do so within ten (10) business days after the final Opt-Out list has been provided to the Parties by the Settlement Administrator.

12.03 If a certified class of persons who are also members of the Settlement Class purports to opt out of this settlement, Nationwide/Allied may withdraw from this Stipulation. In that event, all of Nationwide/Allied's obligations under this Stipulation shall cease to be of any force and effect; the certification of the Settlement Class provided in this Stipulation shall be vacated without prejudice to Nationwide/Allied's positions on the issue of class certification in any of the Lawsuit; and Nationwide/Allied shall be restored to their litigation position existing immediately before the execution of this Stipulation. In order to elect to withdraw from this Stipulation on the basis set forth in this Subsection, Nationwide/Allied shall notify Class Counsel in writing of their election to do so within ten (10) business days after the final Opt-Out list has been provided to the Parties by the Settlement Administrator.

### **Section 13. Effective Date**

13.01 The "Effective Date" shall be the date when each and all of the following conditions have occurred:

13.01.1 This Stipulation has been fully executed by the Parties and their counsel;

13.01.2 A Preliminary Approval Order has been entered by the Court certifying the Settlement Class, granting preliminary approval of this Stipulation, and approving the forms of the Mail Notice, Publication Notice and Claim Forms, all as provided in this Stipulation;

13.01.3 The approved Notice Plan has been duly promulgated as ordered by the Court;

13.01.4 The Court has entered a Final Order and Judgment finally approving this Stipulation, as provided in this Stipulation; and

13.01.5 The Final Order and Judgment has become Final as defined in Subsection 13.02.

13.02 "Final," means that (a) the Final Order and Judgment is a final, appealable judgment; and (b) either (i) no appeal(s) have been taken as of the date on which all times to appeal therefrom have expired, or (ii) if an appeal(s) or other review proceeding(s) have been commenced, such appeal(s) or other review(s) are finally concluded and no longer are subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal(s) or other review(s) have been finally resolved in such manner that affirms the Final Order and Judgment(s) appealed from in all material respects.

13.03 If this Stipulation fails to become effective pursuant to this Section, the orders, judgments, and dismissals to be entered pursuant to this Stipulation shall be vacated, and the Parties will be returned to the status quo with respect to the Lawsuit as if this Stipulation had never been entered into.

#### **Section 14. Additional Provisions**

14.01 The headings and captions contained in this Stipulation are for reference purposes only and in no way define, extend, limit, describe, or affect the scope, intent, meaning, or interpretation of this Stipulation.

14.02 This Stipulation shall be construed, enforced, and administered in accordance with the laws of the State of Montana.

14.03 This Stipulation is not, and shall not be offered in evidence as, an admission of liability, Nationwide/Allied having denied any such liability.

14.04 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement as set forth in this Stipulation.

14.05 The Parties and their counsel express no opinion concerning the tax consequences of this proposed settlement to individual Settlement Class Members and make no representations, warranties or other assurances regarding such tax consequences. No opinion, representations, warranties, or other assurances shall be deemed to have been made by the Parties or their counsel with respect to such tax consequences by virtue of this Stipulation or by effectuating this settlement, and the Parties and their counsel shall not be held liable for any such tax consequences that may occur. The Notice of Proposed Class Action Settlement and Fairness Hearings will direct Settlement Class Members to consult their own tax advisors regarding any tax consequences of the proposed settlement, including any payments or benefits provided hereunder, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

14.06 Nothing contained in this Stipulation or in any proceedings concerning the settlement or the Lawsuit shall in any way affect Nationwide/Allied's rights to seek contribution, indemnity or any other relief from any person or entity not a party to the Lawsuit. All such rights and remedies are specifically retained and preserved.

14.07 In the event that there are any developments in the effectuation and administration of this Stipulation that are not dealt with by the terms of this Stipulation, then such matters shall be dealt with as agreed upon by the Parties, and, failing agreement, as shall be ordered by the Court.

14.08 Except as otherwise stated in this Stipulation, this Stipulation constitutes the entire agreement between and among the Parties with respect to the settlement of the Lawsuit. This Stipulation shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations resulting in this Stipulation, all Parties have contributed substantially and materially to the preparation of this Stipulation. This Stipulation supersedes all prior negotiations and agreements (except as otherwise stated in this Stipulation) and may not be modified or amended except by a writing signed by the Parties and their respective counsel. This Subsection does not apply to the agreement with the Settlement Administrator (noted in Subsection 4.01).

14.09 This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures exchanged by telecopy or electronic transmission shall be deemed original signatures.

14.10 The Parties shall execute all documents and perform all acts reasonably necessary and proper to effectuate the terms of this Stipulation. The executing of documents must take place prior to the date scheduled for the Fairness Hearings.

14.11 Each Party to this Stipulation warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Stipulation.

14.12 The Parties agree to work in good faith to finalize and seek approval of this Stipulation and other customary settlement documents and exhibits as contemplated by this Stipulation and agree to mediate any unresolved disputes.

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SIGNED and AGREED:

\_\_\_\_\_  
Nola Greeno, individually and on behalf of the  
Settlement Class

Maurry L. Reding  
\_\_\_\_\_  
NATIONWIDE ALLIED, by its authorized  
representative,

Dated: \_\_\_\_\_

Print Name: Maurry L. Reding

Title: Assoc. Vice President, Nations Alliant Co.

Dated: 3/28/08

By: \_\_\_\_\_

Lawrence A. Anderson  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608

Dated: \_\_\_\_\_

Attorney for Plaintiffs

By: \_\_\_\_\_

Rex Palmer  
Attorney at Law  
Attorneys Inc. P.C.  
301 W. Spruce  
Missoula, Montana 59802

Dated: \_\_\_\_\_

Attorney for Plaintiffs

SIGNED and AGREED:

Noah Greeno  
Nola Greeno, individually and on behalf of the  
Settlement Class

Dated: 3-31-08

Murray L. Reding  
NATIONWIDE ALLIED, by its authorized  
representative,

Print Name: Murray L. Reding

Title: Assoc. Vice President, Omega Allied Inc.

Dated: 3/28/08

By: \_\_\_\_\_  
Lawrence A. Anderson  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608

Dated: \_\_\_\_\_

Attorney for Plaintiffs

By: Rex Palmer  
Rex Palmer  
Attorney at Law  
Attorneys Inc. P.C.  
301 W. Spruce  
Missoula, Montana 59802

Dated: 3-28-08

Attorney for Plaintiffs

SIGNED and AGREED:

\_\_\_\_\_  
Nola Greeno, individually and on behalf of the  
Settlement Class


\_\_\_\_\_  
NATIONWIDE/ALLIED, by its authorized  
representative,

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By:   
Lawrence A. Anderson  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608

Dated: 3-31-08

Attorney for Plaintiffs

By: \_\_\_\_\_  
Rex Palmer  
Attorney at Law  
Attorneys Inc. P.C.  
301 W. Spruce  
Missoula, Montana 59802

Dated: \_\_\_\_\_

Attorney for Plaintiffs