

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into by and between Plaintiffs Aaron Van Fleet, Paul Ovberg, and James Longfield (collectively, "Plaintiffs"), for themselves and the Settlement Class Members (as defined below), and Navigators Insurance Company, the directors and officers liability insurer for Defendant Trion Worlds, Inc. ("Trion" or "Defendant") Plaintiffs and Navigators are referred to collectively in this Settlement Agreement as the "Parties."

I. RECITALS

This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. On September 4, 2015, Plaintiffs initiated a lawsuit, captioned *Van Fleet v. Trion Worlds, Inc.*, against Defendant in San Mateo County Superior Court, Case No. No. 535304 (the Action). Defendant removed the case to the United States District Court for the Northern District of California on October 13, 2015, Case No. C 15-04721 WHA. It was remanded to San Mateo County Superior Court on January 12, 2016.

2. Plaintiffs allege in the First Amended Complaint, on behalf of Plaintiffs and two proposed classes, that Defendant violated California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770, the False Advertising Law, Cal. Bus. & Prof. Code § 17500, and the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, and made negligent misrepresentations by (a) failing to provide a promised discount on virtual items and (b) operating an online lottery.

3. Defendant denies all claims asserted in the Action. Defendant also denies all allegations of wrongdoing and liability in this Action. Navigators seeks to settle this Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.

4. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. In addition, Plaintiffs, Defendant, and their counsel have conducted initial discovery, which required Defendant to produce hundreds of documents and a significant volume of data, and have aggressively litigated in both the state and federal courts issues related to arbitration and Defendant's demurrer to claims in the complaint. Plaintiffs have taken written discovery from third parties. The Parties and their counsel have also conducted a thorough assessment of the strengths and weaknesses of their respective cases.

5. In evaluating strengths and weaknesses, Plaintiffs and their counsel have given significant weight to the risk that the proposed classes would be unable to recover on any judgment because of Defendant's financial condition. Specifically, on October 22, 2018 Defendant assigned and transferred to its assignee Trion Worlds (ABC) LLC all property and

assets of Defendant for the benefit of Defendant's creditors. Plaintiffs are informed that those assets are insufficient to satisfy the claims of Defendant's secured creditors.

6. The Parties and their counsel have engaged in arm's-length negotiations concerning settlement of the claims asserted in the Action.

7. As a result of the abovementioned efforts, the Parties enter into this Settlement Agreement. Subject to this Court's approval as required by California Rules of Court, rule 3.769, this Settlement Agreement will fully and forever resolve, discharge, and release the claims of Plaintiffs and the Settlement Class Members (as defined below). In exchange, Navigators will pay the sum of \$420,000 to Plaintiffs and the Settlement Class Members for actual and statutory damages, attorneys' fees and expenses, and costs of administration of the settlement, subject to Court approval.

8. Plaintiffs and their counsel have concluded—based upon their investigation and thorough assessment and taking into account Defendant's financial condition and defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement—that a settlement with Defendant and the terms of this Settlement Agreement are fair, reasonable, adequate, and in the best interest of Plaintiffs and the Settlement Class Members.

THEREFORE, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled as follows:

II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. "Claimants" means all Settlement Class Members who timely submit a proper claim to the Claims Administrator as described in Section IV of this Agreement.

2. "Claims Administrator" means the third-party, selected by Plaintiffs' Counsel, to prepare and send notice to the Settlement Class and to administer the settlement claims.

3. "Plaintiffs' Counsel" means the law firms of Terrell Marshall Law Group PLLC, Robins Kaplan LLP, and FOCAL PLLC.

4. "Court" means the California Superior Court for the County of San Mateo.

5. "Effective Date" means the later of the following events:

- a. The 65th calendar day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or
- b. If an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review.

6. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement, including Plaintiffs’ Counsel’s requested fees and expenses and the amount of the service awards to Plaintiffs.

7. “Final Approval Order” means the order and judgment that the Court enters after finally approving the Settlement, substantially in the same form as Exhibit D.

8. “Notice Plan” means the proposed plan of sending notice to the Settlement Class of the proposed Settlement as set forth in Section VII.2 of this Settlement Agreement.

9. “Objection Deadline” means 60 calendar days from the Settlement Notice Date.

10. “Opt-Out Deadline” means 60 calendar days from the Settlement Notice Date.

11. “Email Notice” means the notice that will be provided pursuant to Section VII.2.a of this Settlement Agreement, substantially in the same form as Exhibit A.

12. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, substantially in the same form as Exhibit C.

13. “Released Claims” means all claims to be released as set forth in Section XI.2 of this Settlement Agreement.

14. “Released Parties” means Defendant Trion Worlds, Inc., its insurer, Navigators Insurance Company, and their respective directors, officers, employees, heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, successors-in-interest, parents, subsidiaries, predecessors-in-interest, insurers, and assigns.

15. “Settlement” means the settlement contemplated by this Settlement Agreement.

16. “Settlement Award” means a cash payment that may be available to each Claimant from the net Settlement Proceeds remaining after deducting all Court-approved awards to Plaintiffs for their service, to Plaintiffs’ counsel for their attorneys’ fees and expenses, and to the Claims Administrator for notice and settlement administration.

17. “Settlement Classes” means the following:

Discount Class: All persons in the United States who purchased an ArcheAge Patron status subscription before launch, either individually or as part of a Founder’s Pack, and purchased items in the ArcheAge Marketplace before October 22, 2018, while maintaining Patron status.

Lottery Class: All persons in the United States who have purchased at least one supply crate in the ArcheAge Marketplace before October 22, 2018.

Excluded from the Classes are Trion, its legal representatives, officers, directors, assigns, and successors, and any entity in which Trion has a controlling interest. Also excluded is the judge to whom this case is assigned and any member of the judge’s immediate family or court staff.

18. “Settlement Class Member” means each person in the Settlement Classes who do not request to be excluded from this Settlement through the procedures established by Section VIII of this Settlement Agreement.

19. “Settlement Notice Date” means the date the notices are distributed pursuant to the Notice Plan.

20. “Settlement Proceeds” means the total cash sum of \$420,000 to be paid by Navigators pursuant to Section IV of this Settlement Agreement. The Settlement Proceeds will be maintained in an escrow account managed by the Claims Administrator. The Claims Administrator will act in accordance with the terms of this Settlement Agreement and the orders of the Court.

21. “Net Class Fund” means that portion of the Settlement Proceeds remaining after any Court-approved amounts are deducted in accordance with Section V below.

22. “Settlement Website” means the website that will be established and maintained by the Claims Administrator as set forth in this Settlement Agreement. The content of the Settlement Website will be in substantially in the same form as Exhibit B.

III. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASSES

1. Conditional Certification of the Settlement Class. For the sole purpose of settlement, the Parties and their counsel agree to conditional certification of the Settlement Classes. Preliminary approval of the Settlement Classes shall not be deemed a concession that certification of a litigation class is proper, and it will not preclude Defendant from challenging

class certification in the event the Court does not approve the Settlement. No agreements made or entered into by Defendant in connection with this Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any liability or any element of class certification in this Action or any other proceedings.

IV. SETTLEMENT CONSIDERATION

1. Settlement Proceeds. Navigators shall pay \$420,000 in full and complete satisfaction of all obligations under this Settlement. The Settlement Proceeds shall be non-reversionary; no funds shall revert to Defendant or Navigators.

2. Payment. Within thirty (30) calendar days after the date of entry of the Final Approval Order, Navigators will pay the Claims Administrator the full amount of the Settlement Proceeds (\$420,000) by wire transfer to be held in escrow in a non-interest-bearing account. If this Settlement is terminated, for any cause, the Settlement Proceeds will be returned to Navigators by the Claims Administrator.

3. Submission of Claims. Each member of the Settlement Classes may submit a claim for payment from the Settlement Proceeds. Individuals who are members of both Settlement Classes will submit only one claim form. Claim forms may be submitted online or via U.S. Mail. To be valid, claim forms must be complete and be submitted online or postmarked within 60 days after the Settlement Notice Date. Claim forms will be verified by the Claims Administrator against data provided by Trion and the third-party entity currently operating ArcheAge, in order to ensure that all Claimants are members of the Settlement Classes.

4. Distributions to Claimants. Each Claimant shall be paid a single Settlement Award which shall be calculated as follows:

- a. Claimants in the Discount Class will receive a share of five percent of the total Net Class Fund. The proportion of each Discount Class Claimant's share will be calculated as the amount that Discount Class Claimant spent on items (other than supply crates) in the ArcheAge Marketplace before October 22, 2018, while maintaining Patron status divided by the total amount all Discount Class Claimants spent on items (other than supply crates) in the ArcheAge Marketplace before October 22, 2018, while maintaining Patron status.
- b. Claimants in the Lottery Class will receive a share of ninety-five percent of the total Net Class Fund. The proportion of each Lottery Class Claimant's share will be calculated as the amount that Lottery Class Claimant spent on supply crates in the ArcheAge Marketplace before October 22, 2018, divided by the total amount all Lottery Class Claimants spent on supply crates in the ArcheAge Marketplace before October 22, 2018.

- c. The Claims Administrator shall pay Settlement Awards by mailing checks to or depositing funds electronically, as directed by each Claimant, within 30 days after the Effective Date. Checks will be valid for 90 days from the date of issuance on the check.

5. Tax Allocation of Individual Settlement Payments. Each Settlement Award will be allocated for tax purposes as compensatory damages. The Claims Administrator shall issue any necessary IRS Form 1099 to Claimants for their respective Settlement Award. Claimants shall be solely responsible for paying all taxes due on their respective Settlement Award.

6. Unclaimed Settlement Funds. Settlement Award checks that are not cashed within 90 days after the date on the check shall be voided.

7. Cy pres Award. If there are undistributed Settlement Proceeds remaining after the check-cashing period described in the preceding paragraph, the parties agree that these amounts shall be paid to Public Justice in *cy pres*.

V. SERVICE AWARD TO PLAINTIFFS AND ATTORNEYS' FEES AND EXPENSES

1. Payment to Plaintiffs. Plaintiffs may move the Court for service awards for their time and effort in connection with this Action. Plaintiffs will ask the Court to approve service awards in the amount of no more than \$2,000 for each Plaintiff. The Claims Administrator shall issue any approved service awards from the Settlement Proceeds to Plaintiffs' Counsel within two (2) days after the Effective Date. Plaintiffs' Counsel will then disburse the payments to Plaintiffs.

2. Class Administration Costs. The Claims Administrator shall deduct any Court-approved class administration fees and costs incurred by the Claims Administrator from the Settlement Proceeds.

3. Litigation Expenses and Attorneys' Fees. Plaintiffs' Counsel will move the Court for awards of reasonable attorneys' fees and expenses to be paid from the Settlement Proceeds. Plaintiffs' Counsel will file their motion for approval of the requested attorneys' fees, expenses, and service awards within 30 days of the Settlement Notice Date. The Claims Administrator shall issue the awards of attorneys' fees and expenses from the Settlement Proceeds to Plaintiffs' Counsel within two (2) days after the Effective Date. In terms of the requested attorneys' fees award, Plaintiffs' Counsel will seek not more than 25% of the Settlement Proceeds.

4. Effect of Lesser Award. If the Court approves service awards to Plaintiffs or awards of fees and expenses to Plaintiffs' Counsel that are lower than requested, this Settlement Agreement will remain in full force and will continue to be binding on all Parties, including the Settlement Class Members. If the Court awards anything less than the amounts

requested for service awards, attorneys' fees, or expenses, then the difference in any such award shall be allocated to Claimants.

VI. PRELIMINARY APPROVAL

1. Motion for Preliminary Approval. On or before September 27, 2019, Plaintiffs will move the Court for entry of the Preliminary Approval Order in substantially the form of Exhibit C.

VII. ADMINISTRATION AND NOTICE

1. Claims Administrator. The Claims Administrator shall be responsible for administration of this Settlement. The Claims Administrator shall be allowed to communicate freely with the Parties' counsel and will provide updates on a weekly basis to and as requested by the Parties' counsel.

2. Notice and Fund Distribution Plan. The Claims Administrator shall provide notice as detailed below within thirty (30) calendar days after the issuance of the Preliminary Approval Order:

- a. Notice by Email. The Claims Administrator will send email notices in substantially the form of Exhibit A to the most recent email address available for each person in the Settlement Classes. The Claims Administrator shall comply with industry standards in order to increase the likelihood of successful delivery of all email notices.
 - i. For each person whose email notice is permanently undeliverable, and for whom the Parties have a last known mailing address, the Claims Administrator will mail a postcard notice via U.S. mail with the same content as Exhibit A.
- b. Settlement Website. Within thirty (30) calendar days from entry of the Preliminary Approval Order, the Claims Administrator will also establish and maintain the Settlement Website, which will display, at a minimum, the information in Exhibit B, the operative Complaint, the Email Notice, this Settlement Agreement, a claim form that can be submitted electronically, an opt-out form that can be submitted electronically, and the Preliminary Approval Order. Within one business day after Plaintiffs' Counsel files a motion for an award of attorneys' fees, expenses, and service awards to Plaintiffs, that motion will also be displayed on the Settlement Website.

VIII. OPT-OUT PROCESS

1. Opt-Out Requirements. Individuals in the Settlement Classes may exclude themselves from the Settlement Classes by advising the Claims Administrator in writing, either via mail or through the Settlement Website, no later than the Opt-Out Deadline that they do not want to be a Settlement Class Member. All such writings must include the name and address of the individual opting out, and if mailed, must be postmarked no later than the Opt-Out Deadline. All persons in the Settlement Classes will be bound by this Settlement and judgments of this Court in this Action unless they exclude themselves in writing by the Opt-Out Deadline.

2. Retention of Opt-Outs. The Claims Administrator will retain a copy of all opt-out requests and will provide copies to the Parties' counsel upon request.

IX. OBJECTIONS

1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. The written objection must provide the objector's name, address, and telephone number, and the reason(s) for the objection. The Claims Administrator shall provide any objections mailed to it to the Parties and the Court. If any member of the Settlement Classes submits both an opt-out request and an objection, then the opt-out request will be valid and will invalidate the objection.

2. Right to Appear at Final Approval Hearing. Any Settlement Class Member who has not opted out and who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any member of the Settlement Classes who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

X. FINAL APPROVAL

1. Declaration of Notice by Claims Administrator. The Claims Administrator shall provide the Parties' counsel no later than twenty-one (21) calendar days before the Final Approval Hearing a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

2. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than fourteen (14) calendar days before the Final Approval Hearing, Plaintiffs' Counsel shall move the Court to enter the Final Approval Order. Plaintiffs' Counsel shall file a memorandum addressing any valid

objections, and Defendant's counsel or Navigator's counsel may, but are not required to, file an additional memorandum in response. Any responses to objections filed by Defendant or Navigators shall be filed no later than ten (10) calendar days before the Final Approval Hearing.

3. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of due process and rule 3.766 of the California Rules of Court;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Plaintiffs and Plaintiffs' Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release and covenant not to sue in Section XI;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action; and
- g. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

XI. RELEASE OF CLAIMS

1. Release. As of the Effective Date, Plaintiffs and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve, relinquish, and discharge forever each of the Released Parties from each of the Released Claims as defined below.

2. Released Claims. Released Claims means any claim of liability that was or could have been asserted in the Action based on the allegations set forth in the operative complaint, including, in particular, claims arising out of (1) Defendant's promise to provide a discount benefit to individuals who purchased Patron status before launch of the ArcheAge game; or (2) any lottery or game of chance related to Defendant's sale of supply crates in the ArcheAge marketplace, for violation of the California Consumers Legal Remedies Act, False Advertising Law, or Unfair Competition Law, and claims for negligent misrepresentations.

3. Covenant Not to Sue. Plaintiffs and each Settlement Class Member will be deemed to have agreed not to sue any Released Party with respect to any of the Released Claims and to have agreed to be forever barred from doing so.

XII. TERMINATION OF AGREEMENT

1. The Parties' Right to Terminate Settlement. Each Party shall have the right to unilaterally terminate this Settlement Agreement by providing written notice of its election to do so to the other party within fourteen (14) calendar days of any of the following events:

- a. The Court rejects, materially changes or modifies, or declines preliminary or final approval of the Settlement Agreement. A material change or modification shall include a change to the Settlement Proceeds amount or the Released Claims;
- b. An Appellate Court reverses the Final Approval Order;
- c. The Effective Date does not occur; or
- d. A party or its counsel breaches the terms of this Settlement Agreement before the Effective Date.

XIII. NO ADMISSION OF LIABILITY

1. Denial of Liability. Defendant denies any liability or wrongdoing of any kind in connection with the claims alleged in this Action. Defendant has denied and continues to deny each and every material factual allegation in this Action. Nothing in this Settlement Agreement nor any acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of wrongdoing or liability in this Action. Nothing in this Settlement Agreement nor any acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of the truth of any factual allegations in this Action. While Defendant denies any liability, Defendant and its insurer have concluded that further litigating this Action would be expensive and waste time and resources.

2. California Evidence Code § 1152. Pursuant to California Evidence Code § 1152, this Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Settlement Agreement.

XIV. GENERAL PROVISIONS

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties.

2. Jurisdiction. This Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.

3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

4. Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.

5. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by the Parties and approved by the Court.

6. No Assignment. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or attempted to do so, any of the claims or causes of action disposed of by this Settlement Agreement.

7. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

8. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve between themselves will be decided by the Court.

9. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Plaintiffs and Settlement Class Members:

TERRELL MARSHALL LAW GROUP PLLC
Toby J. Marshall
Email: tmarshall@terrellmarshall.com
Blythe H. Chandler
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Facsimile: (206) 319-5450

ROBINS KAPLAN LLP
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FOCAL PLLC
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Facsimile: (206) 260-3966

As to Defendant:

LEWIS BRISBOIS
Daniel H. Qualls
Email: Daniel.Qualls@lewisbrisbois.com
333 Bush Street, Suite 1100
San Francisco, CA 94104

As to Navigators:
COZEN O'CONNOR
Angelo G. Savino
Email: asavino@cozen.com
45 Broadway, 16th Floor
New York, NY 10006

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AARON VAN FLEET

By: DocuSigned by:
Aaron Van Fleet
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Plaintiff

9/23/2019
Date

PAUL OVBERG

By: _____
Plaintiff

Date

JAMES LONGFIELD

By: _____
Plaintiff

Date

TERRELL MARSHALL LAW GROUP PLLC

By: _____
Counsel for Plaintiffs

Date

ROBINS KAPLAN LLP

By: _____
Counsel for Plaintiffs

Date

FOCAL PLLC

By: _____
Counsel for Plaintiffs

Date

NAVIGATORS INSURANCE COMPANY

By: _____
Insurer

Date

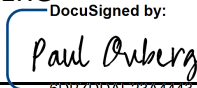
IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AARON VAN FLEET

By: _____
Plaintiff

Date

PAUL OVBERG

By:  _____
Plaintiff
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9/24/2019

Date

JAMES LONGFIELD

By: _____
Plaintiff

Date

TERRELL MARSHALL LAW GROUP PLLC

By: _____
Counsel for Plaintiffs

Date

ROBINS KAPLAN LLP

By: _____
Counsel for Plaintiffs

Date

FOCAL PLLC

By: _____
Counsel for Plaintiffs

Date

NAVIGATORS INSURANCE COMPANY

By: _____
Insurer

Date

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AARON VAN FLEET

By: _____
Plaintiff

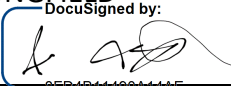
Date

PAUL OVBERG

By: _____
Plaintiff

Date

JAMES LONGFIELD

By:  _____
Plaintiff

9/23/2019

Date


TERRELL MARSHALL LAW GROUP PLLC

By:  _____
Counsel for Plaintiffs

9/23/2019

Date

ROBINS KAPLAN LLP

By:  _____
Counsel for Plaintiffs

9/24/19

Date

FOCAL PLLC

By:  _____
Counsel for Plaintiffs

9/24/19

Date

NAVIGATORS INSURANCE COMPANY

By: _____
Insurer

Date

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AARON VAN FLEET

By: _____
Plaintiff

Date

PAUL OVBERG

By: _____
Plaintiff

Date

JAMES LONGFIELD

By: _____
Plaintiff

Date

TERRELL MARSHALL LAW GROUP PLLC

By: _____
Counsel for Plaintiffs

Date

ROBINS KAPLAN LLP

By: _____
Counsel for Plaintiffs


Date

FOCAL PLLC

By: _____
Counsel for Plaintiffs

Date

NAVIGATORS INSURANCE COMPANY

By:  AV.F.
Insurer

9/26/19

Date