

**IN THE CIRCUIT COURT OF THE 17TH  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA**

**Case No.: CACE-13-018792**

**CLASS REPRESENTATION**

GAIL PIERCE, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY, et  
al.

Defendants.

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**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND  
STIPULATION**

This Amendment to the Settlement Agreement and Stipulation (the "Agreement") is entered into as of March 26, 2020, between Gail Pierce ("Pierce" and/or "Class Representative"), individually and on behalf of the Settlement Class defined below, and the following entities: Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company, Allstate Fire and Casualty Insurance Company, Encompass Indemnity Company, Encompass Floridian Insurance Company, and Encompass Floridian Indemnity Company (collectively "Defendants").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in the Class Action Settlement Agreement and Stipulation (the "Agreement"), and subject to approval by the Court as provided herein pursuant to Florida Rule of Civil Procedure 1.220, Paragraphs 35 and 55 of the Agreement are amended as follows:

35. After the essential terms of this Settlement Agreement were negotiated and agreed to, Class Counsel and Defendants conducted supplemental negotiations regarding the amount of Class Counsel's reasonable attorneys' fees and costs of this litigation to be paid directly by Defendants upon Court approval. Defendants have agreed not to oppose a request by Class Counsel for an award of Class Counsels' reasonable attorneys' fees and costs of this litigation up to the amount of Four Hundred Twenty Five Thousand Dollars (\$425,000.00). The amount of Class Counsels' reasonable attorneys' fees and costs of this litigation shall be determined by the Court; in no event shall Defendants have any obligation to pay more than Four Hundred Twenty Five Thousand Dollars (\$425,000.00) for Class Counsel's attorneys' fees and costs.

55. If the Court disapproves this Agreement or fails to rule, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then any of the Parties shall have the option of terminating this Agreement and withdrawing their consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect. The Parties shall have the right to determine, in their discretion, materiality in connection with the above provisions, except that such determination shall be made in good faith and in compliance with prevailing law regarding the standards for determining materiality. The Plaintiff and Class Counsel agree that, to the extent a lesser amount of attorneys' fees and costs is awarded by the Court than is provided in this Agreement, the Plaintiff and Class Counsel will accept such lesser amount and the order for a lesser amount shall not be deemed a material modification of this Agreement and will not provide any basis for Class Counsel to terminate this

Agreement, subject to the right of the Plaintiff and Class Counsel to appeal the amount of such fees and costs, and the Defendants shall not oppose such an appeal to the extent that the Plaintiff and Class Counsel do not seek any award that exceeds the amount set forth in ¶ 35.

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

Date: 3/26/2020

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Attorneys for Class Representative  
Individually and on behalf of all others similarly situated

**Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company, Allstate Fire and Casualty Insurance Company, Encompass Indemnity Company, Encompass Floridian Insurance Company, and Encompass Floridian Indemnity Company:**

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

Date: 3/26/2020

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