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15 *Attorneys for Plaintiff*

16 UNITED STATES DISTRICT COURT
 17 FOR THE DISTRICT OF ARIZONA

18 Charles Miller,
 19 Plaintiff,

20 v.

21 Trumbull Insurance Company, Hartford
 22 Insurance Company of the Southeast, Twin
 City Fire Insurance Company, Hartford
 23 Underwriters Insurance Company, and
 Hartford Insurance Company of the
 24 Midwest,
 25 Defendants.

Case No. 2:22-cv-01545-JJT

**DECLARATION OF ROBERT B.
 CAREY IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL
 OF CLASS ACTION SETTLEMENT
 AND CERTIFICATION OF
 SETTLEMENT CLASS**

DECLARATION OF ROBERT B. CAREY

I Robert B. Carey, declare and state:

1. I am a partner at Hagens Berman Sobol Shapiro, LLP, counsel of record for Plaintiff in the above-entitled action. I make this declaration in support of Plaintiff's Motion to Compel.

2. I have personal knowledge of the matters set forth in this declaration and if called to testify to the facts stated herein, I could and would do so completely.

3. Proposed Class Counsel spent significant time and resources investigating *Franklin v. CSAA General Insurance Co.*, and the related cases, with the intention of coordinating litigation efforts across the cases.

4. On February 21, 2023, Proposed Class Counsel Hagens Berman filed Franklin's Supplemental Brief Regarding Certified Questions with the Arizona Supreme Court.

5. On February 21, 2023, CSAA, the defendant in *Franklin*, similarly filed a supplemental brief.

6. In response to that briefing, four insurance companies and two insurance groups filed a total of five amicus briefs in support of CSAA, totaling seventy-four pages of briefing.

7. Defendant Trumbull was one of the insurance companies that filed an amicus brief in the *Franklin* matter.

8. Hagens Berman filed a combined response to all five amicus briefs, which consisted of thirty-eight pages of additional briefing.

9. The Slavicek Law Firm, co-counsel in this case, filed a separate amicus brief.

10. The Arizona Supreme Court held oral argument on the certified questions on April 18, 2023.

11. John DeStefano of Hagens Berman argued those certified questions before the court.

1 12. In preparing for mediation, Hartford provided initial class member
2 discovery and data to Plaintiff for the purposes of settlement, which it updated throughout
3 the settlement process.

4 13. Insureds that fit within the class definition (meaning they had exhausted the
5 single-vehicle limit of UM/UIM coverage under a multi-vehicle policy, as detailed
6 below), Hartford provided: (1) the policy effective and expiration dates; (2) the number of
7 vehicles on the policy; (3) the date of loss; (4) the notice of loss date; (5) the type of
8 coverage (UM/UIM); (6) the UM/UIM limits per accident and per person; (7) the stacked
9 coverage limit; (8) the amount paid; (9) anticipated future medicals; (10) specials billed;
10 (11) medicals total; (12) lost wages; (13) other insurer payments; and (14) whether the
11 insured signed a release.

12 14. This information was provided without including any personal identifying
13 information about the putative class members.

14 15. Plaintiff's counsel drafted a seventeen-page mediation memo and Hartford
15 prepared a nine-page mediation letter, which the parties exchanged.

16 16. Plaintiff explained in his mediation memo that if the parties went to trial,
17 Plaintiff would seek compensatory damages, interest, and punitive damages.

18 17. Plaintiff's Counsel, with the assistance of experts, previously estimated
19 counterfactual settlement payments using statistical techniques such as Kaplan–Meier
20 curve analysis and maximum likelihood estimation of censored claim data.

21 18. This experience shows that there is a strong relationship between unpaid
22 loss and the available insurance funds.

23 19. This relationship varies by claim time and individual insurance limit. Loss
24 ranges between 10-80% of available incremental insurance limits, depending on claim
25 type and coverage limits.

26 20. Plaintiff's counsel also considered each class members respective special
27 damages and Defendants' releases relating to timeliness and release.

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21. Epiq’s estimated costs of notice and distribution are \$17,626, with a fixed cap of \$18,000, which include \$4,300 to provide the required notice under the Class Action Fairness Act.

22. Through June 28, 2024, Class Counsel has advanced costs of \$56,388.72, and will seek no more than \$60,000 in costs, absent an appeal.

23. Plaintiff assisted with drafting his factual allegations in the Complaint, and was involved in the settlement process, including traveling from Arizona to Connecticut over the course of three days, to attend an all-day, in person mediation.

24. Plaintiff’s counsel ran several models to predict the settlement value of the Class Member claims, including models for other cases, and used those models to cross-check the value of this settlement, and confirmed that the settlement amount reasonably values the claims.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

DATED July 1, 2024.

HAGENS BERMAN SOBOL SHAPIRO LLP

By: 