

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

NOTICE OF CLASS ACTION SETTLEMENT

If you received an uninsured or underinsured motorist coverage payment from Trumbull Insurance Company, Hartford Insurance Company of the Southeast, Twin City Fire Insurance Company, Hartford Underwriters Insurance Company, Hartford Insurance Company of the Midwest, or Hartford Casualty Insurance Company (collectively “Defendants”) based on the limit of liability for one vehicle, but insured more than one vehicle under your policy, you could be included in a class action settlement.

*The United States District Court for the District of Arizona ordered this notice.
This is not an advertisement or solicitation from a lawyer.
You are not being sued.*

- You are receiving this notice because Defendants’ records indicate you submitted an uninsured or underinsured motorist (“UM/UIM”) claim to one of the Defendants during the relevant period and may be eligible to participate in the settlement of a class action lawsuit filed by Plaintiff Charles Miller against Defendants in the United States District Court for the District of Arizona (the “Court”). The name of the case is *Charles Miller v. Trumbull Insurance Company, et al.*, Case No. 2:22-cv-01545-JJT (the “Lawsuit”).
- A recent Arizona Supreme Court decision held that multi-vehicle insurance policies provide separate UM/UIM coverage for each vehicle, and unless an insurance company provides the insured the right to choose which vehicle’s coverage limit applies to the claim, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle.
- Plaintiff alleges Defendants failed to provide the required notice under Arizona law, and as a result were required to pay up to the UM/UIM policy limits for each additional vehicle covered by the policy but did not do so. Defendants believe they have defenses to the claims and deny any wrongdoing. If the case had proceeded, Plaintiff would have been required to prove his claims against Defendants at a trial.
- To avoid the risk and burden of further litigation, Plaintiff and Defendants have entered into a proposed class action settlement (the “Settlement”). The Court recently granted preliminary approval of the Settlement.
- Your legal rights are affected whether you act or don’t act. These rights and options — **and the deadlines to exercise them** — are explained in this notice. **Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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| DO NOTHING- RECEIVE PAYMENT | <p>Stay in the Settlement. Take part in the monetary distribution.</p> <p>If you are a Class Member and you do nothing, you will remain part of the Settlement and participate in the monetary distribution. The Settlement will resolve your claims against Defendants, and you will give up your rights to sue Defendants about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment. Your estimated individual claim payment calculation assumes certain costs and fees are awarded by the Court and may vary slightly from your actual payment. This amount is subject to any valid and enforceable Medicare and/or Medicaid liens that may be applicable.</p> <p>If you disagree with your estimated claim payment calculation, you may request further review by November 25, 2024.</p> |
| ASK TO BE EXCLUDED BY NOVEMBER 25, 2024 | <p>Get out of this Settlement. Get no benefits from it.</p> <p>You may request to be excluded from the Settlement. To do this, you must submit a timely and valid request for exclusion to remove yourself from the Settlement.</p> <p>If you ask to be excluded, you will not receive any money from the Settlement, but you will keep any right to sue Defendants separately about the claims in this lawsuit. This is the only option that allows you to retain your right to sue Defendants for claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.</p> |

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| OBJECT BY NOVEMBER 25, 2024 | You may write to the Court about any concerns you have about the proposed Settlement. You may not exclude yourself from the proposed Settlement and object. To object, you must elect to remain in the Class. Objections must be received by November 25, 2024 . |
| ATTEND THE FAIRNESS HEARING ON DECEMBER 13, 2024 | You may request to speak in Court about the fairness of the Settlement. The Fairness Hearing is currently scheduled for December 13, 2024 . This date may be modified by the Court without further notice. Please check the Court's docket or the Settlement website at AZUMInsuranceclaims1.com for updates. To speak at the Fairness Hearing, you must submit a Notice of Intent to Appear by November 25, 2024 . |

BASIC INFORMATION ABOUT THE LAWSUIT

1. What is the lawsuit about?

The name of the lawsuit is *Charles Miller v. Trumbull Insurance Company et al.*, and it is pending in the United States District Court for the District of Arizona (Case No. 2:22-cv-01545-JJT). Plaintiff's claims arise out of how Defendants paid their insureds for uninsured and underinsured motorist ("UM/UIM") claims.

A recent Arizona Supreme Court decision held that multi-vehicle insurance policies provide separate UM/UIM coverage for each vehicle, and unless an insurance company provides the insured the right to choose which vehicle's coverage limit applies to the claim, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle. Plaintiff alleges Defendants failed to provide the required notice under Arizona law, and as a result were required to pay up to the UM/UIM policy limits for each additional vehicle covered by the policy but did not do so. Plaintiff asserts claims against Defendants for breach of contract and breach of the covenant of good faith and fair dealing.

You may read the operative Complaint at AZUMInsuranceclaims1.com.

Defendants believe they have defenses to the claims asserted and deny any wrongdoing. The Court has not found that Defendants engaged in any wrongdoing. If the case had proceeded, Plaintiff would have been required to prove his claims against Defendants at a trial.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called the "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." In certifying a class, the court appoints the plaintiffs to serve as "class representatives." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in section 15 below.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff believes he may have won at trial and possibly obtained a greater recovery. Defendants believe Plaintiff would not have won at a trial and that Plaintiff would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiff and Defendants have agreed to the Proposed Settlement to avoid the burden and risk of further litigation. The Settlement requires Defendants to pay money to establish a settlement fund (as set forth in the Settlement). Plaintiff and his attorneys believe the Settlement is in the best interests of all Class Members. The Settlement has received preliminary approval by the Court but has not yet received final approval.

You may read the full Settlement Agreement at AZUMInsuranceclaims1.com.

WHO IS IN THE CLASS?

4. Am I part of the Class?

Defendants' records indicate you submitted a UM/UIM claim during the relevant period and received a payment based on the single vehicle limit of liability. The Court has decided that, unless you submit a valid and timely request to be excluded, you are a member of the Class.

The Class includes persons insured under one of Defendants' personal lines automobile policies issued in Arizona that provided uninsured ("UM") or underinsured ("UIM") motorist coverage for more than one motor vehicle, and who received a claim payment equal to the limit of liability for the UM or UIM benefits for only one person/one vehicle (or whose payment was based on the limit of liability for UM or UIM coverage for only one vehicle where the full per-accident single vehicle limit was paid to multiple individuals) and who were not notified of their right to select which vehicle's coverage was applicable during the Class Period.

The full Class Definition can be reviewed in paragraph 3 of the Settlement Agreement, available at AZUMInsuranceclaims1.com.

5. Are there exceptions to being included in the Class?

Yes. The Class excludes Class Counsel, any employees of Class Counsel, any officers, directors, or employees of Defendants or Defendants' counsel, and the judge presiding over this case (as well as members of his or her immediate family and staff). The Class also excludes anyone who submitted a valid and timely request to be excluded (see section 15 below).

6. I'm still not sure if I'm included. What do I do?

If you are still not sure whether you are included in the Settlement, you can get free help by calling or writing to the lawyers in this case at the phone number or address listed in section 17 below.

THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH DEFENDANTS

7. What does the Settlement provide?

If the Settlement is approved, Defendants will pay \$13,940,000.00 into a settlement fund (the "Settlement Fund"). This Settlement would resolve all Class Members' claims against the Defendants for the Released Claims (as defined in the Settlement Agreement).

8. What is the Settlement Fund being used for?

The Settlement Fund will be used to cover all costs associated with the Settlement. This includes: (a) the Settlement Administrator's reasonable costs to prepare and send notice to the Class and administer the Settlement; (b) Class Counsel's reasonable attorney's fees and litigation expenses as approved by the Court (see section 20 for more details); and a service award to the Plaintiff for his service as Class Representative of not more than \$7,500. The portion of the Settlement Fund that remains after payment of the administration expenses and Court-ordered attorneys' fees, litigation expenses, and service award will be distributed to Class Members in accordance with the Court-approved allocation (see sections 10 and 11 below). Except for notice and administration costs, all payments are contingent on the Court's granting of final approval of the Settlement.

PAYMENT METHOD AND ALLOCATION

9. How do I get a payment from the Settlement?

If you are Class Member and you stay in the Class, a payment will be sent to you automatically. You do not need to take any further action.

10. How much will my payment be?

After the administration expenses, Court-ordered attorneys' fees, litigation expenses, and service award are deducted from the Settlement Fund, the remaining funds, less a \$200,000 Supplemental Recovery Fund reserved for redeterminations, will be allocated to the Class Members in proportion to each Class Member's available UM/UIIM coverage and their individual damages (the "Claim Value"). Your estimated Claim Value is estimated assuming certain costs and fees are awarded by the Court. Your final payment may vary slightly depending on the amount of administration costs, as well as attorneys' fees, litigation costs, and the incentive award approved by the Court. A final calculation cannot be made until after the Fairness Hearing.

Class Counsel, in consultation with experts, considered the following factors in determining your Claim Value: The proportional valuation of each Settlement Class Member's damages, the submitted medical bills and other economic damages, the proportion of such damages relative to policy limits, as well as payments already received by the Settlement Class Member. Your Claim Value may also have been discounted by the presence of certain defenses relating to timeliness and release to calculate your estimated claim payment. The detailed methodology for calculating your settlement payment can be found in Paragraph 7 of the Settlement Agreement, available at AZUMInsuranceclaims1.com.

If you have questions about how your portion of the Settlement Fund was allocated, contact Class Counsel (see section 19 below).

11. What if I disagree with my estimated claim payment?

If after talking to Class Counsel you believe your estimated payment does not fully represent your damages, you may request to have your allocation modified. You will need to fill out the Supplemental Recovery form located on the settlement website at AZUMInsuranceclaims1.com, no later than **November 25, 2024**.

RELEASE AND RESPONSIBILITIES UNDER THE SETTLEMENT

12. What am I giving up if I participate in the Settlement?

If you stay in the Class and the Settlement is approved, the Lawsuit will be dismissed with prejudice. By participating in the Settlement, you forever discharge Defendants and their affiliates reinsurers from all claims, past, present, or future, brought in the Lawsuit or that could have been brought against the Defendants based on the facts and allegations in the Lawsuit ("Released Claims"), including but not limited to claims for breach of contract, negligence, bad faith, declaratory relief, and violation of any consumer protection statute.

The full terms of the release are set out in Paragraph 12 of the Settlement Agreement, which is available on the settlement website at AZUMInsuranceclaims1.com.

13. Do I have any obligations under the Settlement?

Because this case involves claims for personal injury-related insurance benefits, it is possible that Medicare and/or Medicaid may have a lien with respect to the proceeds of the Settlement. By participating in the Settlement, you agree to be responsible for satisfying any valid and enforceable liens held by Medicare/Medicaid and/or a private plan providing Medicare/Medicaid benefits. You agree to work with Class Counsel to identify and resolve any such liens and recognize that any such liens may reduce the amount of your ultimate payment. You further agree to defend, indemnify, and hold Defendants harmless from any claims arising out of a Medicare or Medicaid lien that you fail to resolve.

YOUR RIGHTS AND OPTIONS

14. How do I stay in the Class?

You do not have to do anything to stay in the Class. If you do nothing, you will get your share of the Settlement as outlined above. (You may also submit the Supplemental Recovery form as discussed above.) By staying in the Class, you give up your right to separately sue the Defendants for the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all orders the Court issues and the judgment the Court makes in this lawsuit.

15. How do I exclude myself from the Class?

You can exclude yourself from (or “opt out” of) the Class by sending a letter by mail to the Settlement Administrator. The exclusion letter must include:

- a) Your full name, address, and email;
- b) The unique ID on this notice (available on page 1);
- c) The name of this case: *Charles Miller v. Trumbull Insurance Company, et al.*, Case No. 2:22-cv-01545-JJT; and
- d) A clear statement that you want to be excluded from the Class.

The exclusion letter must be signed, dated, and received (not postmarked) no later than **November 25, 2024**. You must mail your exclusion letter to:

Charles Miller v. Trumbull Insurance Company, et al.,
Case No. 2:22-cv-01545-JJT
c/o Settlement Administrator
PO Box 2777
Portland, OR 97208-2777

16. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won’t get any money or benefits from the Settlement Fund. By excluding yourself, however, you will retain any right you may have to sue Defendants about the same claims alleged in this lawsuit at your own expense.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the parties’ proposed Settlement. If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue.

Any objection to the proposed Settlement must be in writing saying you object to the Settlement with Defendants and the reasons why you object to the Settlement. Your objection must include the following:

- a) Your full name, address, telephone number, and email;
- b) The unique ID on this notice (available on page 1);
- c) The name of this case: *Charles Miller v. Trumbull Insurance Company, et al.*, Case No. 2:22-cv-01545-JJT;
- d) A statement of your objection(s), as well as the specific reasons for each objection, including any legal authority you wish to bring to the Court’s attention; and
- e) If you are represented by counsel, the name, address, and phone number of your counsel.

If you plan to attend the Fairness Hearing, you must provide a Notice of Intent to Appear. In addition to the above elements required for any objection, the Notice of Intent to Appear must include:

- a) A list of any witnesses you may call to testify at the hearing;
- b) Copies of any documents you may use as evidence in support of your objection;
- c) A list of any prior class action cases in which you have filed an objection.

All objections must be submitted to the Court either by mailing them to the Clerk of the Court, United States District Court for the District of Arizona, with a copy mailed to Class Counsel and Defendants' Counsel at the addresses listed below, or by filing them at any location of the United States District Court for the District of Arizona. All objections must be either filed or received (not postmarked) on or before **November 25, 2024**.

Court:

Clerk of the Court
United States District Court
for the District of Arizona
401 W. Washington Street
Phoenix, AZ 85003

Class Counsel:

Robert B. Carey
HAGENS BERMAN SOBOL SHAPIRO LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

Defendants' Counsel:

Kim E. Rinehart
WIGGIN AND DANA LLP
265 Church Street
PO Box 1832
New Haven, CT 06510-1832

18. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court you do not want to be part of the Class or the Lawsuit. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

19. As a Class Member, who represents me in this case?

The Court has appointed Plaintiff Charles Miller as the Class Representative and the following lawyers to represent you and other Class Members:

Robert B. Carey
HAGENS BERMAN SOBOL SHAPIRO LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

These lawyers are called "Class Counsel." You may contact Class Counsel by writing to the address above, sending an email to stacking@hbsslaw.com, or calling (602) 840-5900.

20. How will the lawyers be compensated? Will the Class Representative receive any money?

At the Fairness Hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the Settlement Fund, reimbursement of up to \$60,000 in current and ongoing litigation expenses, and up to \$7,500 as a service award for the Plaintiff serving as Class Representative. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at AZUMInsuranceclaims1.com. The motion will be posted on the website at least 30 days before the deadline for objecting, commenting on, or excluding yourself from the Settlement. You will have an opportunity to comment on this request.

21. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide on whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (the “Fairness Hearing”). You may attend and you may ask to speak, but you don’t have to. The Court will hold a Fairness Hearing on **December 13, 2024, at 9:30 a.m.**, at the United States District Court for the District of Arizona, Courtroom 525, 401 W. Washington Street, Phoenix, AZ 85003 (or on another date as may be posted on the Court’s public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you submit a Notice of Intent to Appear in compliance with section 17, but you don’t have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class.

23. Do I have to come to the hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to court to talk about it. If you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary. You or your own lawyer are welcome to come at your own expense.

24. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a “Notice of Intention to Appear in *Charles Miller v. Trumbull Insurance Company, et al.*, Case No. 2:22-cv-01545-JJT” in accordance with the process explained in section 17.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the proposed Settlement. For more information, please visit the settlement website at AZUMInsuranceclaims1.com. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available on the settlement website, by contacting Class Counsel (see section 19 above), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Arizona, 401 W. Washington Street, Suite 130, Phoenix, AZ 85003, between 8:30 a.m. a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.