

JANET HOBSON and ROY  
SCHOENHOLTZ, *individually and on behalf of all  
others similarly situated,*

Plaintiffs,

v.

HARTFORD INSURANCE COMPANY OF THE  
MIDWEST and TWIN CITY FIRE INSURANCE  
COMPANY,

Defendants.

SUPERIOR COURT

J.D. OF HARTFORD AT  
HARTFORD

DOCKET NO. HHD-CV24-6179137-S

MAY 9, 2024

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs in the above-captioned Action have applied for an order, pursuant to Connecticut Practice Book §§ 9-7, 9-8 and 9-9, preliminarily approving the Settlement Agreement ("Agreement" or "Settlement") entered into between Plaintiffs Janet Hobson ("Hobson") and Roy Schoenholtz ("Schoenholtz") (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, and Defendants Hartford Insurance Company of the Midwest ("HICM") and Twin City Fire Insurance Company ("Twin City") (collectively, "Defendants") dated January 3, 2024, and this Court having reviewed the Agreement as submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement Approval (Doc. 103), the Court finds as follows:

WHEREAS, this Preliminary Approval Order incorporates the Agreement, and the terms used herein shall have the meaning and/or definitions given to them in the Agreement, as submitted to the Court with the Motion for Preliminary Approval.

NOW, THEREFORE, pursuant to Connecticut Practice Book §§ 9-7, 9-8 and 9-9, upon

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the agreement of the Parties, and after consideration of the Agreement, the Motion, and their supporting exhibits,

IT IS HEREBY ORDERED as follows:

1. The Court finds that the Agreement proposed by the Parties is fair, reasonable, and adequate pursuant to Connecticut Practice Book § 9-9(c)(1)(C) and likely to be approved at a Final Approval Hearing such that giving Notice is justified. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Agreement, are preliminarily approved pending a Final Approval Hearing on the Settlement as provided herein.

2. The Settlement was negotiated with the assistance of an experienced mediator, Linda Singer, and appears to be the result of extensive, arm's length negotiations between the Parties after Class Counsel and Defendants' Counsel had investigated the claims, litigated essential matters regarding the claims, and become familiar with the strengths and weaknesses of the claims. The Settlement appears not to be collusive, to have no obvious defects, and to fall within the range of reasonableness.

3. The Court finds that it will likely certify at the Final Approval stage a Settlement Class, for purposes of the Settlement only, consisting of:

All HICM insureds with New Jersey personal lines auto policies, who submitted a claim between December 23, 2015 through November 29, 2023 and all Twin City insureds with Missouri personal lines auto policies who submitted a claim between July 22, 2013 through November 29, 2023, whose vehicles (owned or leased) were declared a total loss and who received compensation for the total loss of their own vehicles under their First Party Coverages where a Mitchell Market Valuation Report was used in connection with the claim.

Excluded from the Settlement Class are (a) the assigned judges, the judges' staff and families, and (b) Defendants' employees.

The Court finds that this Settlement Class meets the relevant requirements of Connecticut Practice Book §§ 9-7 and 9-8(3) in that, for settlement purposes only: (a) the number of Class Members is

so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent them; (e) the questions of law and fact common to the Class Members predominate over questions affecting any individual Class Member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court therefore preliminarily certifies the proposed Settlement Class.

4. For purposes of the Settlement only, the Court finds and determines that it will likely find after the Final Approval stage that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and therefore appoints them as the Class Representatives.

5. For purposes of the Settlement only, and pursuant to Connecticut Practice Book § 9-9(d), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

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6. KCC, LLC (“KCC”) is appointed as Claims Administrator to administer the notice program contained in the Agreement, and process Claim Forms. KCC shall abide by the terms and conditions of the Agreement that pertain to the Claims Administrator.

7. The terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the class representatives and class counsel have adequately represented the Class Members;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of the proposed method of distributing relief to the class, including the method of processing Class-Member Claims; and
  - (iii) the terms of any proposed award of attorneys’ fees, costs and Class Representative Awards, including timing of payment; and
- (D) the proposal treats class members equitably relative to each other.

8. Having reviewed the proposed notice program, including the Short Form Notice, Long Form Notice and Claim Form (collectively the “Notices”), the Court approves, as to general form and content, such Notices for the purpose of notifying the Class Members as to the proposed Settlement, the Final Approval Hearing, and the rights of the members of the Settlement Class. Those Notices contain all the essential elements necessary to satisfy the requirements of Connecticut law, including Constitutional Due Process. The Notice, includes, *inter alia*: (i) the nature of the Action; (ii) the identities of the Parties and their counsel; (iii) the Settlement Class definition; (iv) an explanation of the claims; (v) that a Class Member may object to the Settlement and appear at the Final Approval Hearing if the Class Member so desires; (vi) that a Class Member may request exclusion from the Settlement and the Court will exclude from the Settlement Class any Class Member who requests exclusion; (vii) the time and manner for objecting or requesting exclusion; (viii) the binding effect of a class judgment on Class Members, (ix) a clear explanation

of the terms of the Settlement, and (x) the amount sought in attorneys' fees, costs and Service Awards.

9. The Court directs the Settlement Administrator to effectuate the notice program to the Class Members in accordance with the Agreement. The Notices shall be updated by the Settlement Administrator to include the date and time of the Final Approval Hearing as set forth below. The Court finds and determines that the Notices constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive notice of the proposed Settlement, and fully satisfy the requirements of due process, Connecticut law, and all other applicable law and rules.

10. Any person falling within the definition of the Settlement Class may, upon request, be excluded or "opt-out" from the Settlement Class. In the event a Class Member wishes to be excluded from the Settlement and not to be bound by this Agreement, that person must sign and mail a notice of intention to opt-out of the Settlement to the Settlement Administrator. The notice must be received no later than 45 days after the mailing of the Individual Notice and Claim Form and must include: (1) the case name; (2) the Class Member's full name and current address; (3) a clear statement that the Class Member wishes to be excluded from the Settlement; and (4) be signed by the Class Member. Any member of the Settlement Class who timely and properly requests exclusion in compliance with these requirements will thereafter be excluded from the Settlement Class, not become a Class Member, will not have any rights under the Settlement, will not be entitled to receive a Settlement Payment, and will not be bound by the Agreement or the Final Approval Order. Any members of the Settlement Class who fail to submit a valid and timely opt-out request shall be bound by all terms of the Agreement and the Final Approval Order, regardless of whether they have requested to be opted-out from the Settlement. If a named insured on the

relevant insurance policy submits an opt-out request, then all insureds on that policy shall be deemed to have opted-out of the Settlement with respect to that policy and shall not be entitled to a payment under the Settlement.

11. Any Class Member who wishes to object to the Settlement, Class Counsel's application for Class Counsel Fees, Costs and Service Awards for the Class Representatives, or to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so. A valid Objection must include the following: (a) the name of the Action; (b) the objector's full name, address and telephone number; (c) all grounds for the Objection, accompanied by any legal support for the Objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the Objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the Objection to the Settlement or fee application; (f) the number of times in which objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that objector filed the Objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) any and all agreements that relate to the Objection or the process of objecting—whether written

or oral—between objector or objector’s counsel and any other person or entity; (h) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) the objector’s signature (an attorney’s signature is not sufficient). If the Class Member or representing attorney requests permission to speak at the Final Approval Hearing, in addition to the foregoing, an Objection must contain the following information: (a) a detailed statement of the specific legal and factual basis for each and every objection; and (b) a detailed description of any and all evidence the objector may offer at the Final Settlement Hearing, including photocopies of any and all exhibits which the objector may introduce at the Final Settlement Hearing. The Parties must file any briefs in response to any Objection on or before ten (10) days prior to the date of the Final Approval Hearing. Class Counsel and/or Defendants may conduct limited discovery on any objector and all objectors shall make themselves available to be deposed by any Party in the county of the objector’s residence within seven (7) days of service of the objector’s timely Objection (though the objector and Party may agree to a later date). Any Class Member who does not make his or her objection in the manner and by the Objection Deadline shall be deemed to have waived any objection(s) and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

12. The Notices shall be updated by the Claims Administrator to include the Opt-Out Deadline and Objection Deadline.

13. Prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve on all Parties a declaration of the Settlement Administrator certifying that the notice program

was completed, describing how the notice program was completed, providing the names of each Class Member who timely and properly requested exclusion from the Settlement Class or served Objections, detailing the number of Claim Forms that were timely and validly submitted, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

14. All pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

15. Upon the entry of this Preliminary Approval Order, the Class Representatives and all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims against Defendants and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

16. This Settlement, and any and all negotiations, statements, documents, actions taken to effectuate the Settlement, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.



17. If final approval of the Settlement is not obtained, or if Final Judgment as contemplated herein is not entered, this Order shall be vacated *ab initio* and the Parties shall be restored without prejudice to their respective litigation positions prior to the date of this Preliminary Approval Order. Neither this Preliminary Approval Order, the Agreement, nor any pleading or other paper related in any way to the Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of the Agreement, shall be deemed an admission by Defendants that class or subclass certification is appropriate in this Action outside of the Settlement context or in any other action or shall otherwise preclude Defendants from opposing or asserting any argument they may have with respect to certification of any class(es) or subclass(es) in any proceeding (including in this case should the Settlement not become Final) or shall be used as precedent in any way in any subsequent action against Defendants.

18. For the benefit of the Class Members and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

19. Class Counsel and Defendants' Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Preliminary Approval Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices they jointly agree are reasonable or necessary.

20. A Final Approval Hearing will be held in Courtroom 409 at 95 Washington Street in Hartford, Connecticut, before the Honorable John B. Farley, on October 1, 2024 at 10:00 a.m., to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Class Members; (b) whether the Final Approval Order should be entered in substance materially the

same as the Final Approval Order submitted by the Parties with the Motion for Final Approval;

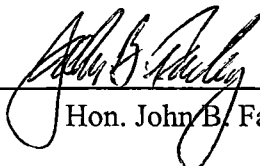
(c) whether to approve Class Counsel’s application for attorneys’ fees, costs and for a Service Award for the Class Representatives; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to Class Members. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. The Parties must file all moving papers and briefs in support of Final Approval, inclusive of Class Counsel’s application for attorneys’ fees, costs and for Service Awards for the Class Representatives, no later than 45 days before the date set forth herein for the Final Approval Hearing.

21. The Court hereby sets the following schedule of events:

#	Action	Deadline
1	Deadline for Claims Administrator to mail out the Short Form Notice and Claim Form	Thirty (30) days after Preliminary Approval of the Settlement
2	Deadline for Claims Administrator to send out e-mail notice (to the extent e-mail addresses are available)	Fifteen (15) days after mailing of the Short Form Notice and Claim Form
3	Deadline for Class Members to opt-out of the Agreement	Forty-five (45) days after mailing of the Short Form Notice and Claim Form
4	Deadline for Class Members to object to Agreement	Forty-five (45) days after mailing of the Short Form Notice and Claim Form
5	Deadline for Class Members to file claims	Ninety-one (91) days after mailing of the Short Form Notice and Claim Form
6	Final Approval Hearing	October 1, 2024

**IT IS SO ORDERED.**

Dated: 5/9/24

Signed:   
 Hon. John B. Farley