

NOTICE OF CLASS ACTION SETTLEMENT

Janet Hobson and Roy Schoenholtz v. Hartford Insurance Company of the Midwest and Twin City Fire Insurance Company, Case No. HHD-CV24-6179137-S (Conn. Super. Ct.)

A court authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

PLEASE READ THIS NOTICE CAREFULLY

If your automobile was determined to be a total loss (i.e., the damage was too extensive to warrant repair) and you previously received a monetary payment from your insurer, you may be entitled to compensation in connection with a class action settlement in *Janet Hobson, et al. v. Hartford Insurance Company of the Midwest, et al.*, Case No. HHD-CV24-6179137-S (Conn. Super. Ct.) (the “Action”). The proposed class settlement (“Settlement”) includes certain New Jersey insureds of Hartford Insurance Company of the Midwest (“HICM”) and certain Missouri insureds of Twin City Fire Insurance Company (“Twin City”) (for simplicity, Twin City and HICM may be referred to collectively as “Defendants”). This Notice explains, among other things: 1) the terms of the Settlement; 2) who is a Class Member; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

YOU ARE RECEIVING NOTICE BECAUSE IT APPEARS THAT YOU ARE A MEMBER OF THE PROPOSED CLASS. IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Visit www.HICMTwinCityTotalLossSettlementNJ-Mo.com or call 866-652-8226 toll-free for more information.

BASIC INFORMATION

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

In a class action, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way.

2. What is this class action about?

In this Action, Plaintiffs claim that Defendants HICM and Twin City breached their insurance policies in New Jersey and Missouri respectively by failing to pay insureds who submitted physical damage claims for their vehicles during the class periods the “actual cash value” of their vehicles. Specifically, Plaintiffs allege that where Defendants used valuation reports prepared by a vendor called Mitchell (“Mitchell Report”) in connection with valuing auto total losses, those valuation reports improperly reduced the total-loss valuations by applying a “Projected Sold Adjustment” (“PSA”) to certain comparable vehicles where sold price information was not available for the vehicle. Plaintiffs allege that the PSA does not accurately capture the difference in value between list and sold price and is improper. Defendants deny all material allegations, contend that the PSA is accurate and lawful, and maintain that they complied fully with the terms of the insurance policies and applicable law.

3. Why is this Notice being provided?

You have been identified as a potential “Class Member” from Defendants’ claims data because (1) you were insured by HICM under a New Jersey private passenger automobile insurance policy or you were insured by Twin City under a Missouri private passenger automobile insurance policy; and (2) you submitted a physical damage claim to HICM with respect to a covered vehicle during the period of December 23, 2015 through November 29, 2023 or submitted a physical damage claim to Twin City with respect to a covered vehicle during the period of July 22, 2013 through November 29, 2023; and (3) you received compensation for the total loss of your vehicle(s) under Defendants’ first party coverages.

The exact definition of the proposed Class, which has been preliminarily certified is:

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.

This Notice explains that the Court has allowed, or preliminarily "certified," the lawsuit described above as a class action for settlement purposes and describes Class Members' legal rights and options in the lawsuit.

4. What are the terms of the Settlement?

As a part of the Settlement, HICM and Twin City have agreed that after the Court approves the Settlement and it becomes effective:

- a. Defendants will pay Eligible Class Members who make a timely and valid claim an amount equal to the sum of the PSA applied to each comparable vehicle on the applicable Mitchell report, divided by the total number of Comparable Vehicles in the Mitchell Report, as calculated in the Final Adjusted PSA Impact Calculation Report, less a proportionate deduction for attorneys' fees, costs, and Class Representative Payments. For example, if there were three comparable vehicles on the Mitchell report and one vehicle had a PSA of \$1000, one vehicle had a PSA of \$500 and one vehicle had no PSA, the payment would be $\$1500/3 = \500 , less a proportionate deduction for attorneys' fees, costs and Class Representative Payments, currently estimated to be slightly more than 25%. Based on a claim sampling, the Parties estimate that the average Settlement Payment, prior to the reduction for attorneys' fees, costs and Class Representative Service awards, will be \$540.68 to eligible New Jersey Class Members and \$482.46 for eligible Missouri Class Members; however, this is only an average. Individual payments will vary based on the facts of each Claim. Where a Mitchell Report was not used or no PSA was applied in the Mitchell Report, no payment will be made;
- b. To pay a Service Award of \$5,000 to the two (2) Class Representatives;
- c. To not oppose Class Counsel's request for attorneys' fees of no more than 25% of the Settlement Fund and costs not to exceed \$2,803.63; and
- d. HICM agrees to cease applying the PSA when calculating the actual cash value of auto total loss claims within New Jersey, and Twin City agrees to cease applying the PSA when calculating the actual cash value of auto total loss claims within Missouri.

In exchange, Plaintiffs and the Class Members who do not exclude themselves from the Settlement agree to give up any claim they have arising out of or relating to the settlement of total-loss claims in the Class Periods. If you are a Class Member, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Defendants individually and separately for claims arising from or relating to Defendants' handling or administering of claims for coverage of total loss payments. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

If you are a Class Member, you have four options.

5. What are my options?

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form to obtain a monetary payment in connection with the PSA deduction applied in your total loss claim payment. If you received a Notice in the mail, the Notice included a pre-filled Claim Form with one question. You can submit a claim by answering the question, signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail or you may submit your Claim Form online at www.HICMTwinCityTotalLossSettlementNJ-Mo.com. You may also have received an Email Notice. If so, you may follow the directions in the Email Notice to submit a claim online at www.HICMTwinCityTotalLossSettlementNJ-Mo.com. If you did not receive a Claim Form or Email Notice, you can call 866-652-8226 or visit www.HICMTwinCityTotalLossSettlementNJ-Mo.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an electronic Claim Form by visiting www.HICMTwinCityTotalLossSettlementNJ-Mo.com, clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need your full name and policy number in order to submit a claim if you did not receive a mailed Claim Form or Email Notice.

If you submit a Claim Form in the mail, it must be postmarked no later than September 6, 2024. If you submit an electronic claim, you must do so by 11:59 p.m. on September 6, 2024.

Option 2: Exclude yourself from the Settlement.

You can choose not to be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before July 22, 2024 as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of the Defendants separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Hobson v. HICM and Twin City Class Action Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

A request for exclusion must be postmarked on or before July 22, 2024.

Your request for exclusion must contain the following:

1. The name of the Action (*Janet Hobson, et al. v. Hartford Insurance Company of the Midwest, et al., Case No. HHD-CV24-6179137-S*);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF July 22, 2024, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.HICMTwinCityTotalLossSettlementNJ-Mo.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you may file a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a written objection to the terms of the Settlement. The written objection must include the following:

1. the name of the Action (*Janet Hobson, et al. v. Hartford Insurance Company of the Midwest, et al.*);
2. the objector’s full name, address and telephone number;
3. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
4. 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;
5. 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;
6. the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed 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 5 years;
7. 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;
8. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing (you may have an attorney enter an appearance and present your objections for you);
9. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
10. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, which is currently scheduled to take place on October 1, 2024 at 10:00 a.m. at 95 Washington St., Hartford, CT, Courtroom 409 (location and date are subject to change—please check www.HICMTwinCityTotalLossSettlementNJ-Mo.com for any updates); and
11. the objector’s signature (an attorney’s signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than July 22, 2024.

Edmund A. Normand, Esq. Normand PLLC 3165 McCrory Place, Suite 175 Orlando, FL 32803	Hobson v. HICM and Twin City Class Action Settlement Administrator P.O. Box 301172 Los Angeles, CA 90030-1172
Adam A. Schwartzbaum, Esq. Edelsberg Law, P.A. 20900 NE 30th Avenue Suite 417 Aventura, FL 33180	Kim Rinehart, Esq. Wiggin and Dana LLP One Century Tower 265 Church Street, 17 th Floor New Haven, CT 06510

Note that, if you object, you may be subject to discovery requests, such as answering questions in writing, producing documents, or providing testimony, consistent with the Connecticut Rules of Civil Procedure.

Any objection that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing. If you file an objection, you waive the right to request exclusion from the Settlement and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion and not a notice of intent to object.

Option 4: Do Nothing. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against HICM and Twin City related to Defendants’ handling or administering of claims for coverage of total loss payments in New Jersey and Missouri respectively, even if you do not submit a claim for payment. You will not receive a payment if you do nothing.

6. Who is representing the Class?

The Court has preliminarily appointed Plaintiffs Janet Hobson and Roy Schoenholtz to be the class Representatives. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

NORMAND PLLC

Jacob Phillips, Esq.
Joshua R. Jacobson, Esq.
Edmund A. Normand, Esq.
3165 McCrory Place, Suite 175
Orlando, FL 32803
<https://www.normandpllc.com/>

EDELSBERG LAW

Adam Schwartzbaum, Esq.
Scott Edelsberg, Esq.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
<https://edelsberglaw.com/>

SHAMIS & GENTILE, P.A.

Andrew Shamis, Esq.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
<https://shamisgentile.com/>

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys’ fees of no more than 25% of the Settlement Fund and costs of no more than \$2,803.63, with all amounts to be approved by the Court. Defendants have agreed not to object to such application and to pay these amounts if approved by the Court and if the Settlement becomes final. Class Counsel will also seek Service Awards for the Class Representatives in the amount of \$5,000 for each, which Defendants have agreed not to oppose, also subject to Court approval. The Service Awards are designed to reward the Class Representatives for securing the recovery awarded to Class Members, and to acknowledge the time spent by the Plaintiffs participating in the case and mediation and prosecuting the claims for the benefit of the Settlement Class.

You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case. However, a proportionate deduction for such fees, costs and Class Representative Service Awards will be made to Settlement Payments. (For example, if the total of the fees, costs and Service Awards amounts to 25.5% of the total virtual Settlement Fund, then each Settlement Payment will be reduced by 25.5%.)

7. What Claim(s) against Defendants are Class Members releasing?

As a part of the Settlement, Class Members agree not to sue Defendants by asserting any claim arising out of or relating to the settlement of total-loss claims in the relevant jurisdictions during the Class Period. Unless you request exclusion from the Settlement Class, you give up the right to individually sue the Defendants and claim you were underpaid as part of your total loss payment, even if you do not submit a claim for payment as part of this Settlement. You are not releasing any other claim against the Defendants. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www.HICMTwinCityTotalLossSettlementNJ-Mo.com.

8. How do I find out more about this lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please go to www.HICMTwinCityTotalLossSettlementNJ-Mo.com or call toll-free at 866-652-8226.

The Settlement website, www.HICMTwinCityTotalLossSettlementNJ-Mo.com, provides:

1. An electronic Claim Form submission option and directions for how to submit your Claim Form electronically;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank form;
3. The full terms of the Settlement;
4. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiffs and other important rulings and orders from the Court; and
6. Other general information about the Action.

You also may contact Class Counsel, whose contact information and websites are provided above.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.