

DOCKET NO. HHD-CV16-6072110-S	:	SUPERIOR COURT
	:	
TAYLOR, ALAN	:	JUDICIAL DISTRICT OF
	:	HARTFORD
	:	
v.	:	AT HARTFORD
	:	
HARTFORD CASUALTY INSURANCE	:	
COMPANY; HARTFORD UNDERWRITERS	:	
INSURANCE COMPANY; TRUMBULL	:	
INSURANCE COMPANY; TWIN CITY FIRE	:	
INSURANCE COMPANY; PROPERTY AND	:	
CASUALTY INSURANCE COMPANY OF	:	
HARTFORD; PACIFIC INSURANCE	:	
COMPANY; SENTINEL INSURANCE	:	
COMPANY; AND THE HARTFORD	:	
FINANCIAL SERVICES GROUP, INC.	:	APRIL 5, 2019

**CLASS ACTION SETTLEMENT AND RELEASE**

It is hereby stipulated and agreed to by and between the undersigned Parties, subject to the approval of the Court, that the settlement of this Action shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement.

**ARTICLE 1 – RECITALS**

**A. WHEREAS**, on or about October 18, 2016, Plaintiff Alan Taylor (“Taylor”) filed an action entitled *Alan Taylor v. The Hartford Financial Services Group, Inc.*, Docket No. HHD-CV16-3072110-S in the Connecticut Superior Court Judicial District of Hartford (the “Action”);

**B. WHEREAS**, on or about April 5, 2019, Plaintiff Alan Taylor (“Taylor”) filed an amended action entitled *Alan Taylor v. Hartford Casualty Ins. Co. et al.*, Docket No. HHD-CV16-3072110-S in the Connecticut Superior Court Judicial District of Hartford (the “Action”)

**C. WHEREAS**, the Action alleges, on behalf of Plaintiff and on behalf of putative classes, that Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty

Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc. (collectively, “Hartford”) engaged in breach of contract, and breach of the covenant of good faith and fair dealing, and violated state consumer protection laws by, inter alia, adding optional medical payment or basic reparation benefits coverages (“Optional Coverages”) to automobile insurance policies when policyholders did not return a Supplemental Application relating to these coverages;

**D. WHEREAS**, the Parties have agreed that the “Settlement Class,” further defined below, is limited to policyholders in California and Connecticut who had Optional Coverages added to their automobile insurance policies after having failed to complete and return a Supplemental Application;

**E. WHEREAS**, Hartford vigorously denies all claims asserted against it in the Action and denies all allegations of wrongdoing and liability;

**F. WHEREAS**, counsel for the Parties have investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses;

**G. WHEREAS**, counsel for the Parties have engaged in extensive arm’s-length negotiations concerning the settlement of the claims asserted in the Action, including a full-day mediation session overseen by the Hon. Antonio C. Robaina (Ret.);

**H. WHEREAS**, Hartford, without admitting any liability, fault or wrongdoing, desires to settle the Action and the claims asserted in the Action, on the terms and conditions set

forth herein, for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation;

**I. WHEREAS**, Taylor, and his counsel, on behalf of the Settlement Class, have concluded based upon their investigation and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Hartford on the terms set forth herein is fair, reasonable, and adequate, and in the best interest of Taylor and the Settlement Class;

**J. WHEREAS**, Taylor and his counsel, on behalf of the Settlement Class, have agreed to settle the Action with Hartford on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law, and without this Settlement Agreement, including any exhibits thereto, constituting any evidence against, or any admission by, any Party with respect to liability, fault, or any other issue raised in the Action;

**K. WHEREAS**, Hartford has agreed to settle the Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law, and without this Settlement Agreement, including any exhibits thereto, constituting any evidence against, or any admission by, any Party with respect to liability, fault, or any other issue raised in the Action; and,

**L. WHEREAS**, the Settlement contemplated by this Settlement Agreement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein. Absent such approvals, this Settlement Agreement and underlying settlement shall

be null, void, and of no further force or effect and the parties shall be returned to their *status quo ante* as set forth in Article IV, Section 9. Effective upon such approvals, this Settlement Agreement is intended by the parties to fully, finally and forever resolve, discharge and settle the claims of the Settlement Class, upon and subject to the terms and conditions hereof.

**NOW, THEREFORE**, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions.

## **ARTICLE II- DEFINITIONS**

Unless defined elsewhere in this Settlement Agreement, as used in this Settlement Agreement and the related documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means this lawsuit, *Alan Taylor v. Hartford Casualty Ins. Co. et al.*, Docket No. HHD-CV16-3072110-S (Conn. Super. Ct.).
2. “Attorney’s Fees, Costs and Incentive Payment” means the award of reasonable attorney’s fees and costs as set forth herein, and the payment to Taylor of a reasonable incentive payment as the class representative.
3. “Benefit Check” means the negotiable check to be sent to those Settlement Class Members who shall receive the Claimant Payment pursuant to Article III below.
4. “California Class Member” means a member of the Settlement Class who was issued a California automobile policy by Hartford where Optional Coverage was added after the policy holder did not complete or return a Supplemental Application.

5. “Connecticut Class Member” means a member of the Settlement Class who was issued Connecticut automobile policy by Hartford where Optional Coverage was added after the policy holder did not complete or return a Supplemental Application.

6. “Claim Form” means the form by which members of the Settlement Class may submit a claim and which may entitle such persons to receive a Benefit Check. The Claim Form will be substantially in the form of Exhibit 1 to this Settlement Agreement.

7. “Claim Submission Deadline” shall mean the deadline established by the Court for the submission of claims by Settlement Class Members.

8. “Class Counsel” means Izard Kindall & Raabe LLP and Biller Sachs Zito & LeMoult.

9. “Class Member” or “Settlement Class Member” means a member of the Settlement Class.

10. “Class Period” means, with respect to California Class Members, the period from October 6, 2012 to the present, and with respect to Connecticut Class Members, the period from October 6, 2010 to the present.

11. “Counsel for the Defendant” or “Defendant’s Counsel” means the law firm of Wiggin and Dana LLP.

12. “Court” means the Connecticut Superior Court.

13. “Effective Date” means seven (7) business days after the Court has entered a Final Approval Order and Judgment, and that Final Approval Order and Judgment have become Final.

14. “Final” means that the Final Approval Order and Judgment have been entered on the docket in the Action and that the following has occurred: (a) the time to appeal from such

order and judgment has expired and no appeal has been timely filed, or (b) if an appeal from such order and judgment have been filed, it has resulted in an affirmance of the Final Approval Order and Judgment without any material change, no other appeal or petition for rehearing or review is pending, the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired, relief from a failure to file same is not available, and the mandate is filed with the Court, or (c) the Court, following the resolution of any appeal from the Final Approval Order and Judgment, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

15. “Final Approval Hearing” means the hearing at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and dismiss the Action with prejudice.

16. “Final Approval Order” means the order in which the Court grants the Named Plaintiff’s motion for final approval, certifies the Settlement Class, grants final approval of this Settlement Agreement, and dismisses the Action with prejudice.

17. “Hartford” means Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc.

18. “Judgment” means the separate judgment which finally approves the Settlement, enters final judgment, and dismisses the Action with prejudice.

19. “Named Plaintiff” means Alan Taylor.

20. “Notice” means written notice, substantially in the form of Exhibit 1 hereto, provided to Settlement Class Members pursuant to Article IV, Section 3 of this Settlement Agreement.

21. “Opt-out Deadline/Objection Deadline” means and refers to the date set by the Court for Settlement Class Members to submit requests to be excluded from the Settlement Agreement or to object to the Settlement Agreement.

22. “Optional Coverages” refers to optional medical payment coverage or basic reparation benefits coverage.

23. “Parties” means the Named Plaintiff, the Settlement Class, and Hartford.

24. “Preliminary Approval Order” means the order, substantially in the form of Exhibit 2 attached hereto and described in Article IV, Section 2 below, in which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, authorizes dissemination of Notice to the Settlement Class, and schedules the Final Approval Hearing.

25. “Release” means the releases set forth in Article V of this Settlement Agreement.

26. “Released Persons” shall mean Hartford, as that term is defined in Article II, and its writing companies, predecessors, successors, heirs, assigns, partners, shareholders, members, officers, directors, executors, administrators, employees, agents, attorneys, affiliates, parents, subsidiaries, vendors, independent contractors, licensor or any other representatives or persons acting on their behalf.

27. “Settlement Administration Costs” means any and all costs incurred in administering the Settlement, including but not limited to the costs of disseminating all Notice and Claim Forms, publishing notice, processing Claim Forms, and providing the Benefit Checks

to Settlement Class Members who submit a Valid Claim Form, but specifically excluding all class benefit payments, and payment of Attorney's Fees, Costs, and Incentive Payment.

28. "Settlement Administrator" means Rust Consulting, Inc., an experienced third-party entity in the business of class action settlement administration, or such other third party administrator approved by the Court.

29. "Settlement Agreement" or "Settlement" or "Settlement Agreement and Release" or "Agreement" each mean this settlement agreement and release, including the attached exhibits.

30. "Settlement Class" means Hartford policyholders in California between October 6, 2012 and the present, and Hartford policyholders in Connecticut between October 6, 2010 and the present, who had Optional Coverages added to their automobile insurance policies because they did not complete or return a Supplemental Application confirming rejection of such coverage and who did not submit a claim for benefits under such coverage.

31. "Settlement Class Member" means all members of the Settlement Class who have not timely and properly opted out of the Settlement Class as provided for in Article IV, Section 4 below.

32. "Settlement Class Representative" means the Named Plaintiff.

33. "Successful Opt-Out" means a person who, pursuant to Article IV, Section 4 of this Settlement, exercises his or her right to be excluded from the Settlement Class by the Opt-Out/Objection Deadline, but shall not include (a) persons whose communication is not treated as a request for exclusion pursuant to Article IV, Section 4, and (b) persons whose requests for exclusion are not valid or are otherwise void pursuant to Article IV, Section 4.



34. “Supplemental Coverage Premium” means that amount of insurance premium resulting from the addition of Optional Coverages as a result of a policyholder’s failure to return a Supplemental Application.

35. “Valid Claim Form” shall mean a Claim Form that:

a. is filled out by the Class Member or a person authorized by law to act on behalf of the Class Member;

b. contains the address of the Class Member;

c. is executed and certified by the Class Member for whom the Claim Form is being submitted (or by his, her or their legal representative);

d. is timely, as judged by the fact that it is submitted to the Settlement Administrator by the Claim Submission Deadline set by the Court; and,

e. is not successfully challenged. A Claim Form shall be treated as successfully challenged under the standards set forth in Article III, Section 2 below.

36. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

37. All references to “his,” “her,” and similar terms are intended to be gender-neutral, and apply equally to persons who are businesses, organizations, or other non-natural persons.

38. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Settlement Agreement, unless otherwise specified.

### **ARTICLE III – SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE**

In consideration of a full, complete and final settlement of the Action, dismissal of the Action with prejudice, and the releases set forth in Article V below, and subject to the Court’s approval, the Parties agree to the following relief.

**1. Relief to Settlement Class Members**

a. Hartford shall pay all California Class Members who submit a Valid Claim Form \$75, except as provided in Article III, Section 1.c.

b. Hartford shall pay all Connecticut Class Members who submit a Valid Claim Form \$200, except as provided in Article III, Section 1.c.

c. Hartford shall pay any California or Connecticut Class Member who submits a Valid Claim Form certifying that their policy was cancelled as a result of the non-payment of solely the Supplemental Coverage Premium, \$225 in lieu of the payments articulated in Article III, Section 1.a-b.

d. The Parties agree that notwithstanding any payments to Settlement Class Members, any Settlement Class Members will retain any Optional Coverages on their current policies and will continue to retain such Optional Coverages on any renewals subject to payment of the applicable premiums; provided, however, than any Settlement Class Members may remove or modify such Optional Coverages by contacting Hartford or their insurance agent.

e. Benefit Checks for the Claimant Payments shall be valid for one hundred and twenty (120) days after issuance. If a Benefit Check is returned as undeliverable to the Claims Administrator within the sixty day period after issuance (“Returned Benefit Checks”), the Settlement Administrator will make one (1) attempt at re-mailing to the address provided on the Valid Claim Form. Notwithstanding any judgment, principle, or statute, there shall be no interest

accrued, owing, or paid by Hartford on the Claimant Payments, or on any other benefit available (or potentially available) under this Agreement.

f. The Hartford shall separately pay the reasonable costs of claims administration, and the reasonable Attorneys' Fees, Costs and Incentive Payment (not to exceed \$275,000), as determined by the Court.

**2. Disputed Claims**

a. The Settlement Administrator shall be responsible for administering the Settlement and for receiving and keeping safe and secure all Claim Forms. By the later of the Effective Date or thirty (30) days after the Claim Submission Deadline, the Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Claimant Payment described above in Section III(1)(a)-(c).

b. Within thirty (30) days after the Claim Submission Deadline, the Settlement Administrator shall identify any persons who submitted Claim Forms that are incomplete and advise those persons in writing of the deficiencies in their Claim Forms providing them with thirty (30) days in which to cure any such deficiencies. In the event a person fails to cure the identified deficiencies within the 30-day period, the Settlement Administrator shall provide his or her contact information and the deficient Claim Form to Class Counsel and Defendant's Counsel. Class Counsel may call and follow up with the person. The period to cure will be closed thirty (30) days after Class Counsel receives a listing of any deficient Claims Forms.

c. Within fifteen (15) days of the end of the period to cure deficient Claim Forms described in Article III, Section 2(b) above, a Class Member whose claim has been rejected, Plaintiff or Class Counsel may challenge any claims determined not to be Valid Claim Forms by

the Settlement Administrator as meeting the definition of a Valid Claim Form by written notice to the Settlement Administrator and Hartford (“Disputed Invalid Claims”). Such notice of Disputed Invalid Claims shall void a determination of an invalid claim unless Hartford disputes the challenge in good faith, and in writing, to Class Counsel and the Settlement Administrator within fifteen (15) days of receipt of the Disputed Invalid Claim (or within such additional time as the Parties may agree). Such notice to Class Counsel shall not obligate Class Counsel to advocate on behalf of any such Disputed Invalid Claim, although Class Counsel may do so and their sole option.

d. Any Disputed Invalid Claim that cannot be resolved by the Parties shall be submitted to Antonio C. Robaina or such other neutral mediator as is mutually agreeable to the Parties.

e. Any Disputed Invalid Claims that are not challenged by Hartford will be deemed Valid Claim Forms for purposes of the Settlement.

f. Any Disputed Invalid Claims challenged by Hartford and determined to be valid pursuant to Section 2(d) above will be deemed Valid Claim Forms for purposes of the Settlement.

### **3. Payment of Benefits**

a. Subject to the terms and conditions of the Agreement, no later than sixty (60) days following the Effective Date, the Settlement Administrator shall mail or otherwise provide a Benefit Check in the amount of the Claimant Payment to each Settlement Class Member who has returned or submitted a Valid Claim Form. No later than sixty (60) days following resolution of all Disputed Invalid Claims, the Settlement Administrator shall mail or otherwise provide a Benefit Check in the amount of the Claimant Payment to each Settlement Class Member whose

Disputed Invalid Claim has been determined upon review to be valid, to the extent not previously paid. If a Benefit Check is returned as undeliverable, the Settlement Administrator will make one (1) re-mailing attempt with a reissued check.

b. All Benefit Checks issued under this section shall be void if not negotiated within one hundred and twenty (120) calendar days of their date of issue and shall contain a disclosure to that effect. Benefit Checks issued pursuant to this section that are not negotiated within one hundred and twenty (120) calendar days of their date of issue shall not be reissued.

c. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Benefit Checks, the Settlement Administration Costs, any award of Attorney's Fees, Costs, and Incentive Payment and the amount of Attorney's Fees, Costs, and Incentive Payment, and the amount of unclaimed and uncashed Benefit Checks, if any, shall be performed reasonably and in good faith. So long as they are, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective.

#### **ARTICLE IV – SETTLEMENT PROCEDURES**

##### **1. Class Certification**

a. For purposes of this Settlement Agreement and the proceedings and the proceedings and certification contemplated herein, Plaintiff will request that the Court appoint the Named Plaintiff, Alan Taylor, as the Settlement Class Representative for the Settlement Class and that his counsel from the law firm of Izard Kindall & Raabe, LLP and Biller, Sachs, Zito & LeMoult be appointed Class Counsel. Hartford agrees not to oppose any motion of Izard Kindall & Raabe, LLP and Biller, Sachs Zito & LeMoult to be appointed as Class Counsel or to have Named Plaintiff appointed as Settlement Class Representative.

b. This Agreement is not to be construed as an admission by Hartford that the Settlement Class or any other class could be appropriately certified outside of the context of settlement. However, Hartford does not object to the certification of the Settlement Class strictly and solely for settlement purposes only. Certification of the Settlement Class will be effective only with respect to the Settlement of this Action and is without prejudice to the rights of Hartford to oppose class certification and/or to contest issues of liability, in this Action or any other action, should this Settlement Agreement be terminated or the Effective Date not occur for any reason. In the event that this Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Agreement.

**2. Preliminary Approval**

a. As soon as practical after the execution of this Settlement Agreement, Plaintiff shall move the Court for a Preliminary Approval Order substantially in the form of Exhibit 2 hereto, Hartford agrees that it will not oppose the entry of the Preliminary Approval Order, provided it is substantially in the form of Exhibit 2 hereto, but Hartford's failure to oppose Plaintiffs' request for entry of a Preliminary Approval Order shall not be an admission by Hartford that a class and/or relief was appropriate in the Action or would be appropriate in any other matter.

b. Such Preliminary Approval Order shall, *inter alia*:

- i. preliminarily approve the Settlement as fair, reasonable, and adequate, including the material terms of this Settlement Agreement;
- ii. provisionally certify the Settlement Class for settlement purposes only;

iii. approve the proposed Notice and Claim Form in forms substantially similar to the form attached hereto as Exhibit 1, and authorize the dissemination to the Settlement Class.

iv. approve the requirement that Settlement Class Members submit a Valid Claim Form in order to obtain the Benefit Check;

v. set deadlines consistent with this Agreement for mailing of the Notice and Claim Form, the Claim Submission Deadline, the Opt-Out/Objection Deadline, and the filing of papers in connection with the Final Approval Hearing;

vi. conditionally designate the Named Plaintiff as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class;

vii. approve the Settlement Administrator; and

viii. set a date for the Final Approval Hearing.

**3. Class Notice and Claim Form**

a. In the event of the entry of a Preliminary Approval Order, the Parties and the Settlement Administrator shall prepare the list of Class Members to receive the Notice (“Class Member List”). To prepare the Class Member List, Hartford shall provide the Settlement Administrator with a list of addresses and other biographic information of the Class Members, as they exist in Hartford’s records. The Settlement Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), obtain updated addresses, if any are available.

b. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall mail the Notice, together with the Claim Form, to each Class Member for whom a mailing address has been obtained through the process described in Article

IV, Section 3(a) above. Neither the Parties nor the Settlement Administrator shall have any obligation to mail the Notice and Claim Form to any Class Member for whom no mailing address was identified through the process set forth in Article IV, Section 3(a) above.

c. If any Notice sent under Article IV, Section 3(b) above is returned by the Postal Service as undeliverable within sixty (60) days, the Settlement Administrator shall re-mail the Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

d. The Settlement Administrator shall have discretion to format the Notice and Claim Form in a reasonable manner to minimize mailing or administrative costs. Before Notice is commenced, Class Counsel and Counsel for Defendant shall first be provided with a proof copy of any and all Notices (including what the items will look like in their final form), and shall have the right to inspect the same for compliance with the Settlement Agreement and with the Court's orders.

e. Claim Forms shall be returned and submitted to the Settlement Administrator via U.S. Mail or by online submission form on the Settlement website, by the deadline set by the Court or be forever barred. The Parties will recommend that the Claim Submission Deadline should be twenty-one (21) days before the date of the Final Approval Hearing Date set by the Court.

**4. Right and Effect of Members of the Class to Opt-Out**

a. Each member of the Settlement Class shall have the right to opt-out and not participate in the Settlement Agreement as provided for in the Preliminary Approval Order, as set forth in the form of Notice approved by the Court.



b. Before the Final Approval Hearing, Class Counsel, Counsel for the Defendant and the Settlement Administrator shall create a comprehensive list of successful Opt-Outs. The Parties shall, if possible, agree as to whether a communication from a Class Opt-Out, and the presentation and resolution of such dispute shall be governed by the identical procedure set forth with respect to Disputed Claims.

**5. Inquiries from Settlement Class Members**

a. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from members of the Settlement Class with respect to this Settlement except to the extent that inquiries are directed to Class Counsel. Class Counsel and Counsel for Defendant must both approve any FAQs or other materials the Settlement Administrator may use to answer inquiries from Settlement Class Members and shall confer and assist the Settlement Administrator as it requests.

**6. Objections to the Settlement**

Any Settlement Class Member who wishes to object to the proposed Settlement must file the Objection to the Court, which the Court will distribute to the parties by placing the Objection on the publicly available docket as received, so that the Objection is postmarked or delivered by the Opt-Out/Objection Deadline. Objections must include the information set forth in the Notice. Objections may be filed by counsel for a Settlement Class Member though any such counsel must file an appearance in the Action.

**7. Final Approval Hearing**

a. The Parties will recommend that the Final Approval Hearing be scheduled for a date no greater than one hundred eighty (180) days after the last date required under Article IV, Section 3(d) above for the mailing of the Notice and Claim Form.

b. The Parties will file with the Court their briefs in support of final approval and in response to any objections no greater than fourteen (14) days before the Final Approval Hearing.

c. The Parties shall ask the Court to enter a Final Approval Order and Judgment. Hartford's request for entry of the Final Approval Order and the Judgment shall not be an admission or concession by Hartford that a class and/or relief was appropriate in the Action or would be appropriate in any other matter.

d. If and when the Settlement becomes Final, the Action shall be dismissed with prejudice, with the Parties to bear their own costs and attorney's fees, except as provided in this Agreement.

**8. Litigation Stay**

a. Except as necessary to secure approval of this Settlement Agreement or as otherwise provide herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

**9. Disapproval, Cancellation, Termination or Nullification of Settlement**

a. Each Party shall have the right to terminate this Settlement Agreement if: (i) the Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to Exhibit 2 hereto); (ii) the Court denies final approval of this Settlement Agreement; (iii) the Final Approval Order and the Judgment do not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declining to enter a further reorder or orders approving the Settlement on the terms set forth herein; or for (iv) any other ground for termination provided for

elsewhere in this Agreement, including, without limitation, an election by Defendant to withdraw from the Settlement pursuant to Article IV, Section 9(b).

b. Hartford will also have the right to terminate the Settlement if the number of Class Members who timely request exclusion from the Settlement Class equals or exceeds a threshold to be separately negotiated by Hartford and Plaintiff.

c. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to all counsel of record, by hand delivery, mail, or e-mail, within ten (10) days of the occurrence of the condition permitting termination.

d. Nothing shall prevent Named Plaintiff and/or Hartford from appealing any denial by the Court of final approval of this Settlement. In the event such an appeal results, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Action with prejudice, and otherwise meeting the substantive criteria of this Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order and a Judgment.

e. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason then, (i) this Settlement Agreement shall be rendered null and void; and (ii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed.

## ARTICLE V – RELEASE

### 1. Releases; Binding and Exclusive Nature of Settlement Agreement

a. In connection with the Settlement, the Final Approval Order and the Judgment shall each provide that the Action is dismissed with prejudice as to Named Plaintiff and all Settlement Class Members.

b. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder.

c. On the Effective Date and in consideration of the promises and covenants set forth in this Agreement, the Named Plaintiff and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns (in their capacity as such), and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasers), and each of them (collectively and individually, the “Releasing Persons”) will be deemed to have completely released and forever discharged Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon the facts other than or different from those facts known or believed at

this time, including facts in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today, that arise out of or relate to any matters asserted in the Action (collectively, the “Released Rights”). This Release shall be included as part of any judgment so that all Released Rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

d. Plaintiff, the Class and Class Counsel shall have no right or claim upon any of the Released Parties for payment of attorneys’ fees, costs or expenses except as provided in Article VI below.

e. Settlement Class Members specifically waive any and all rights or benefits which any of them may have with respect to the Action, arising now or in the future under Section 1542 of the California Civil Code, which section provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Each Settlement Class Member acknowledges that some or all of them may hereafter discover facts different from or in addition to those which the Class now knows, believes, or suspects to be true with respect to the Action. Nevertheless, it is the intention of the Settlement Class Members to fully, finally, and forever to settle and release all of the Released Rights. The Settlement Class Members assume the risk of the possible discovery of such additional or different facts and agrees that the release given herein shall be and remain effective in all respects as to the released matters, regardless of the discovery of such additional or different facts.

## **ARTICLE VI – ATTORNEY’S FEES, COSTS AND INCENTIVE PAYMENT**

### **1. Reasonable Attorney’s Fees, Costs and Incentive Payment**

a. No later than fourteen (14) days before the deadline for members of the Settlement Class to object to or opt-out of the Settlement, Class Counsel may make written application to the Court for an award of Attorney’s Fees, Costs and Incentive Payment incurred in the prosecution of the Action, provided that the total combined amount of Attorney’s Fees, Costs and Incentive Payment sought does not exceed \$275,000.

b. Hartford agrees not to oppose such application, provided that it is in accord with the limitations set forth in this Article.

c. In the event the Attorney’s Fees, Costs and Incentive Payment finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court under this Agreement so as to increase the award of Attorney’s Fees, Costs and Incentive Payment or otherwise make up some or all of the shortfall.

d. Subject to the terms and conditions of this Agreement, within thirty-five (35) days after the Effective Date, and only in the event that the Court has approved an award of reasonable Attorney’s Fees, Costs and Incentive Payment, Hartford will pay the amount of any Attorney’s Fees, Costs and Incentive Payments awarded (up to a maximum of \$275,000) to Class Counsel. Said payment shall be made by check as directed by Class Counsel. Class Counsel shall submit to Hartford such documentation (such as a W-9 form) as may be reasonably requested in order to accomplish the payment of Attorney’s Fees, Costs and Incentive Payment contemplated herein.

**2. Effect on Settlement**

The Parties agree that any order or proceedings relating to the amount of reasonable Attorney's Fees, Costs and Incentive Payment, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and the Judgment become Final as defined herein.

**ARTICLE VII- LIMITATIONS ON USE OF SETTLEMENT AGREEMENT**

**1. No Admission**

Neither the acceptance by Hartford of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged in the Action or in any another action, the validity or certifiability for litigation of any claims that are or could have been asserted by any of the Class Members or other persons in the Action or in any other action, or the liability of Hartford in the Action or in any other action. Hartford specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Hartford specifically denies that Hartford Financial Services Group, Inc. is a properly named defendant. Likewise, the Settlement is not to be construed against the Named Plaintiff or the Settlement Class as an admission with respect to the merits of any defenses Hartford could have raised in the Action or in any other action to class certification or the underlying claims.

**2. Limitations on Use**

This Settlement Agreement shall not be used, offered or received into evidence in the Action, or any other action or proceeding, for any purpose other than to enforce, to protect, to

construe or to finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement, without a court order.

## **ARTICLE VIII – MISCELLANEOUS PROVISIONS**

### **1. Claims Against Settlement Benefits**

In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any of the Claimant Payments made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party.

### **2. Counterparts**

This Settlement Agreement and any amendments thereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

### **3. Integration Clause**

This Settlement Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Settlement Agreement may not be changed, altered or modified, except in a writing



signed by the Parties and their counsel and approved by the Court, and may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

**4. Execution of Documents**

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The execution of documents must take place prior to the date scheduled for hearing on preliminary approval of this Settlement Agreement.

**5. Independent Judgment and Advice of Counsel**

Each party to this Settlement Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement. The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

**6. Governing Law**

The Settlement Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Connecticut.

**7. Jurisdiction**

The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

**8. Exhibits**

The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

**9. No Assignments; Binding on Assigns**

Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or she herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

**10. Terms and Conditions Not Superseded**

Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Hartford and its policyholders, or to the services provided by Hartford and purchased by its policyholders, except as expressly set forth herein.

**11. Waiver of Compliance**

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

**12. No Collateral Attack**

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim should have been heard or decided by another court or in another suit, that a Class Member's claim was improperly denied, that the payment to a Class Member was improperly calculated, and/or that a Class Member failed to receive timely notice of the Settlement.

**13. Authorization**

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

**14. Settlement Class Member Signatures**

It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all Class Members and/or their representatives of the binding nature of the Release and of such Settlement Agreement, and in the absence of a valid and timely request for exclusion, such Notice shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

**15. No Tax Withholding or Advice**

Settlement Class Members shall be solely responsible for reporting and payment of any federal, state, and/or local income or other tax or any withholding, if any, on any of the benefits conveyed pursuant to this Settlement Agreement. Class Counsel and Hartford make no representations, and have made no representations, as to the taxability of the relief to Named Plaintiff and the other Settlement Class Members. Settlement Class Members, just like Class

Counsel, the Settlement Class Representative, and Hartford are responsible for seeking their own tax advice at their own expense.

**16. Public Statements**

a. After preliminary approval, Class Counsel may issue a neutrally worded press release, the contents of which have been agreed to in advance by all Parties. The purpose of the press release is solely to facilitate Class Members learning about the settlement. The press release may be posted on Class Counsel's website. Counsel will respond to all enquiries by any media, public interest or public affairs entity solely by reference to the public record.

b. Counsel may respond to media inquiries as set forth above but may not defame the Parties, their counsel, or the terms of the Settlement. Nothing in this section shall: (1) limit the Parties' communications to the Court, which shall be governed by their applicable legal and ethical duties; (2) prohibit any communications required by law; (3) prohibit Class Counsel from communicating with any Settlement Class Member, or person seeking admission to the Settlement Class, regarding the Action or the Settlement; (4) prohibit Class Counsel, following the entry of a Final Approval Order and a Judgment, from identifying the case on a resume, curriculum vitae, or firm website so long as that identification is neutral and does not defame Hartford; or (5) prohibit Class Counsel or Defendant from responding to government inquiries.

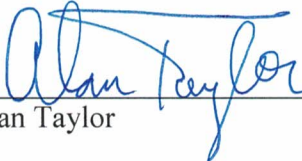
**17. Drafter of Agreement**

Neither Hartford nor Plaintiffs, nor any of them, will be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

WHEREFORE, INTENDING TO BE BOUND, THE PARTIES, INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS, AND UNDERSIGNED COUNSEL, HAVE SET THEIR HAND AND SEAL AND SIGNED BY ALL PARTIES HERETO.

**PLAINTIFF:**

  
\_\_\_\_\_  
Alan Taylor

Dated 4.5.2019

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR PLAINTIFF:**

\_\_\_\_\_

Dated: \_\_\_\_\_

Izard Kindall & Raabe, LLP

**DEFENDANTS:**

Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and Hartford Financial Services Group, Inc.

BY: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR DEFENDANTS:**

\_\_\_\_\_

Dated: \_\_\_\_\_

Wiggin and Dana LLP

WHEREFORE, INTENDING TO BE BOUND, THE PARTIES, INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS, AND UNDERSIGNED COUNSEL, HAVE SET THEIR HAND AND SEAL AND SIGNED BY ALL PARTIES HERETO.

**PLAINTIFF:**

\_\_\_\_\_  
Alan Taylor

Dated \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR PLAINTIFF:**

  
\_\_\_\_\_

Dated: 4/5/19

Izard Kindall & Raabe, LLP

**DEFENDANTS:**

Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc.

BY: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR DEFENDANTS:**

\_\_\_\_\_

Dated: \_\_\_\_\_

Wiggin and Dana LLP

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**PLAINTIFF:**

\_\_\_\_\_  
Alan Taylor

Dated \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

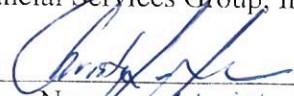
**ATTORNEYS FOR PLAINTIFF:**

\_\_\_\_\_  
Izard Kindall & Raabe, LLP

Dated: \_\_\_\_\_

**DEFENDANTS:**

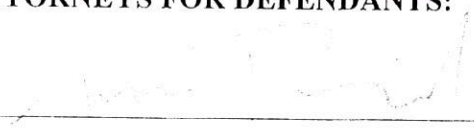
Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc.

BY:   
Name: Christopher Jones  
Title: Small commercial + personal lines CVO

Dated: 4/5/19

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR DEFENDANTS:**

  
\_\_\_\_\_  
Wiggin and Dana LLP

Dated: 4/5/19

WHEREFORE, INTENDING TO BE BOUND, THE PARTIES, INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS, AND UNDERSIGNED COUNSEL, HAVE SET THEIR HAND AND SEAL AND SIGNED BY ALL PARTIES HERETO.

**PLAINTIFF:**

\_\_\_\_\_  
Alan Taylor

Dated \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR PLAINTIFF:**

\_\_\_\_\_  
Izard Kindall & Raabe, LLP

Dated: \_\_\_\_\_

**DEFENDANTS:**


Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc.

BY: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM AND RECOMMENDED AS TO SUBSTANCE:

**ATTORNEYS FOR DEFENDANTS:**

  
\_\_\_\_\_  
Wiggin and Dana LLP

Dated: 4/4/19



**Settlement Agreement Exhibit List**

Exhibit 1 – Notice and Claim Form

Exhibit 2 – Preliminary Approval Order

# Exhibit 1

# California Notice

DOCKET NO. HHD-CV16-6072110-S : SUPERIOR COURT  
: :  
TAYLOR, ALAN : JUDICIAL DISTRICT OF  
: HARTFORD  
: :  
v. : AT HARTFORD  
: :  
HARTFORD CASUALTY INSURANCE :  
COMPANY; HARTFORD UNDERWRITERS :  
INSURANCE COMPANY; TRUMBULL :  
INSURANCE COMPANY; TWIN CITY FIRE :  
INSURANCE COMPANY; PROPERTY AND :  
CASUALTY INSURANCE COMPANY OF :  
HARTFORD; PACIFIC INSURANCE :  
COMPANY; SENTINEL INSURANCE :  
COMPANY; AND THE HARTFORD :  
FINANCIAL SERVICES GROUP, INC. : \_\_\_\_\_, 2019

**NOTICE REGARDING RIGHT TO BENEFIT FROM  
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that Hartford Casualty Insurance Company, Hartford Underwriters Insurance Company, Trumbull Insurance Company, Twin City Fire Insurance Company, Property and Casualty Insurance Company of Hartford, Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc. (collectively “Hartford”) included certain optional Medical Payments or Basic Reparations Benefits coverage (“Optional Coverages”) in automobile policies when policyholders did not return a Supplemental Application confirming rejection of these coverages. Hartford’s records show that you may be entitled to recovery under the Settlement.

Your legal rights are affected whether you act or don’t act so read this notice carefully.

<b>YOUR OPTIONS</b>	
<b>Option 1:</b> <b>Submit a Claim Form</b> <b>Deadline:</b> _____	<b>Complete and submit a Claim Form to recover</b> Only class members who submit Claim Forms can recover from the settlement fund.
<b>Option 2:</b> <b>Ask to be Excluded</b> <b>Deadline:</b> _____	<b>Get out of this lawsuit and get no benefits from it</b> Instead of submitting a Claim Form, you may ask to be excluded from the lawsuit. By excluding yourself, you will not receive any recovery, but you keep your right to sue on your own.
<b>Option 3:</b> <b>Deadline:</b> _____	<b>Object to the terms of the Settlement Agreement.</b> Instead of submitting a claim form or asking to be excluded, you may object to the terms of the Settlement Agreement and have your objections heard at the _____ Fairness Hearing.

**1. What is this lawsuit about?**

This lawsuit alleges that Hartford engaged in breach of contract, and breach of the covenant of good faith and fair dealing, and violated state consumer protection laws primarily by adding the Optional Coverages to automobile insurance policies when policyholders did not return a Supplemental Application relating to these coverages. Plaintiff alleges that Hartford did not have proper prior express consent to add these coverages. Hartford denies any wrongdoing. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. You can read Plaintiffs' Amended Complaint, the Settlement Agreement, other case documents, at [www.hartford.com](http://www.hartford.com).

**2. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, Alan Taylor), sue on behalf of a group (or a "Class") of people. Here, the Plaintiff sued on behalf of policyholders of Hartford who have similar claims regarding the inclusion of Optional Coverages based on the fact that the policyholders did not complete or return the Supplemental Application confirming rejection of such coverage.

**3. Why is there a settlement?**

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiffs' and the Settlement Class's claims.

**4. How do I know if I am a part of the settlement?**

For settlement purposes, the Court has conditionally certified a Class consisting of all people who meet the following definition:

All policyholders in California between October 6, 2012 and the present, and all policyholders in Connecticut between October 6, 2010 and the present, who had the Optional Coverages added to their automobile insurance policies after they did not complete or return a Supplemental Application confirming rejection of such coverage and who did not submit a claim for benefits under such coverage.

Based on the Hartford's records, the parties believe you are a Class member.

**5. How do I recover?**

Submit a Claim Form. This is the only way to get a payment.

Settlement payments shall be calculated as follows:

- Class Members in California who had Optional Coverage added to their policy as a result of not returning the Supplemental Application and incurred premiums associated with this coverage will be entitled to recover \$75 if the Settlement is approved.
- Class Members who had Optional Coverage added to their policy as a result of not returning the Supplemental Application, elected not to pay premiums associated with such coverage, and had their policies cancelled as a result of such nonpayment, will be entitled to recover \$225 if the Settlement is approved.

The Settlement Administrator will review your claim and Hartford records to determine if you qualify to recover.

You can complete the claim form attached to this notice and submit your Claim form to:

[Rust Consulting, Inc.]

insert address of claim administrator]

All claim forms must be submitted no later than \_\_\_\_\_.

**6. What am I giving up to receive these benefits?**

By staying in the Class, all of the Court's orders will apply to you, and you give Hartford a "release." A release means you cannot sue or be part of any other lawsuit against Hartford and certain other parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement. The full release is included in the Settlement Agreement, which is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**7. Do I have a lawyer in this case?**

To represent the class, the Court has appointed attorneys with the law firm of IZARD, KINDALL & RAABE, LLP, 29 South Main Street, Suite 305, West Hartford, CT 06107 as "Class Counsel." If you have questions concerning the lawsuit or settlement, you may contact [Rust Consulting, Inc.] at [phone].

Class Counsel will request an award, not to exceed \$275,000, for and including attorney's fees, costs and an incentive payment of up to \$7,500 to the class representative, to be paid by Hartford. The payment of these amounts is subject to the Court's approval and do not reduce the payments to you or other class members. You may hire your own attorney, but only at your own expense.

**8. I don't want to be part of this case, how do I ask to be excluded?**

Send a Request to Be Excluded.

If you don't want a payment from this settlement, but you want to keep the right to individually sue Hartford about the issues in this case, then you must exclude yourself, or "opt out," of the Settlement Class. To exclude yourself, you must send a letter by mail that (i) states your full name, address and telephone number, (ii) lists the relevant Hartford insurance policy number, (iii) contains your signature or the signature of the person authorized by law to sign on behalf of the class member, and (iv) states unequivocally your intent is to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than [insert date] to [Rust Consulting, Inc. insert address of claims administrator].

**9. Existing Policyholders**

If you are an existing policyholder, you can receive a payment as a Settlement Class Member and keep any Optional Coverages on your current policies, subject to payment of your premiums and all other policy terms and conditions. If you want to remove or change any Optional Coverages, please contact Hartford at [add number] or your insurance agent. The Optional Coverages will not be removed from your insurance policy unless you contact Hartford. Please only call Hartford for questions about your policy coverages. For questions about the Settlement, call the Claims Administrator at [phone].

**10. How do I object?**

Any Settlement Class Member who has not requested exclusion from the Settlement Class may object to the Settlement. If you file an objection to the Settlement, your objection must be

**signed** and must include the **case name and number** (*Taylor v. Hartford Casualty Insurance Company, et al.*, HHD-CV16-6072110-S), **your full name, current address, and telephone number**, your **insurance policy number**, and a **description of your objection**, including whatever factual and legal support as you believe to be appropriate. You must also provide the following additional information if the listed conditions apply:

- (1) If you want to call any witnesses in support of your objection, provide their names and addresses, together with a brief summary of their testimony;
- (2) if you want to submit documents in support of your objection, provide copies of each document;
- (3) if you are represented by an attorney or attorneys, provide their name(s), address(es) and phone number(s); and
- (4) if you have previously appeared as an objector, or if any of your attorneys have provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number.

Objections must be filed with the Clerk of the Court on or before \_\_\_\_\_.

The Court's address is: Connecticut Superior Court, Hartford Complex Litigation Docket, 95 Washington Street, Hartford, CT 06106.

### **The Fairness Hearing**

The Court will hold a fairness hearing on \_\_\_\_\_, **2019** in the courtroom of the Honorable Thomas G. Moukawsher, Connecticut Superior Court, 95 Washington Street, Hartford, CT 06106. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel and whether to award the Plaintiffs incentive awards. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

### **FOR MORE INFORMATION**

Full details of the Settlement are set forth in the Settlement Agreement. Copies of the Settlement Agreement, as well as the Motion for Preliminary Approval seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, have been posted online at [\[www.\\_\\_\\_\\_\\_.com\]](http://www._____.com). You may also obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed above. If you have questions about the lawsuit or the Settlement, contact the Settlement Administrator at [\[phone\]](tel:____), or Class Counsel; do not contact the Court.

-CA VERSION-

Dated: \_\_\_\_\_, 2019

BY ORDER OF THE COURT

15751\58\4851-1716-1617.v1



# Connecticut Notice

DOCKET NO. HHD-CV16-6072110-S : SUPERIOR COURT  
: :  
TAYLOR, ALAN : JUDICIAL DISTRICT OF  
: HARTFORD  
: :  
v. : AT HARTFORD  
: :  
HARTFORD CASUALTY INSURANCE :  
COMPANY; HARTFORD UNDERWRITERS :  
INSURANCE COMPANY; TRUMBULL :  
INSURANCE COMPANY; TWIN CITY FIRE :  
INSURANCE COMPANY; PROPERTY AND :  
CASUALTY INSURANCE COMPANY OF :  
HARTFORD; PACIFIC INSURANCE :  
COMPANY; SENTINEL INSURANCE :  
COMPANY; AND THE HARTFORD :  
FINANCIAL SERVICES GROUP, INC. : \_\_\_\_\_, 2019

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Your legal rights are affected whether you act or don’t act so read this notice carefully.

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<b>Option 1:</b> <b>Submit a Claim Form</b> <b>Deadline:</b> _____	<b>Complete and submit a Claim Form to recover</b> Only class members who submit Claim Forms can recover from the settlement fund.
<b>Option 2:</b> <b>Ask to be Excluded</b> <b>Deadline:</b> _____	<b>Get out of this lawsuit and get no benefits from it</b> Instead of submitting a Claim Form, you may ask to be excluded from the lawsuit. By excluding yourself, you will not receive any recovery, but you keep your right to sue on your own.
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This lawsuit alleges that Hartford engaged in breach of contract, and breach of the covenant of good faith and fair dealing, and violated state consumer protection laws primarily by adding the Optional Coverages to automobile insurance policies when policyholders did not return a Supplemental Application relating to these coverages. Plaintiff alleges that Hartford did not have proper prior express consent to add these coverages. Hartford denies any wrongdoing. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. You can read Plaintiffs' Amended Complaint, the Settlement Agreement, other case documents, at [www.hartford.com](http://www.hartford.com).

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Based on the Hartford's records, the parties believe you are a Class member.

**5. How do I recover?**

Submit a Claim Form. This is the only way to get a payment.

Settlement payments shall be calculated as follows:

- Class Members in Connecticut who had Optional Coverage added to their policy as a result of not returning the Supplemental Application and incurred premiums associated with this coverage will be entitled to recover \$200 if the Settlement is approved.
- Class Members who had Optional Coverage added to their policy as a result of not returning the Supplemental Application, elected not to pay premiums associated with such coverage, and had their policies cancelled as a result of such nonpayment, will be entitled to recover \$225 if the Settlement is approved.

The Settlement Administrator will review your claim and Hartford records to determine if you qualify to recover.

You can complete the claim form attached to this notice and submit your Claim form to:

[Rust Consulting, Inc.]

insert address of claim administrator]

All claim forms must be submitted no later than \_\_\_\_\_.

**6. What am I giving up to receive these benefits?**

By staying in the Class, all of the Court's orders will apply to you, and you give Hartford a "release." A release means you cannot sue or be part of any other lawsuit against Hartford and certain other parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement. The full release is included in the Settlement Agreement, which is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

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Class Counsel will request an award, not to exceed \$275,000, for and including attorney's fees, costs and an incentive payment of up to \$7,500 to the class representative, to be paid by Hartford. The payment of these amounts is subject to the Court's approval and do not reduce the payments to you or other class members. You may hire your own attorney, but only at your own expense.

**8. I don't want to be part of this case, how do I ask to be excluded?**

Send a Request to Be Excluded.

If you don't want a payment from this settlement, but you want to keep the right to individually sue Hartford about the issues in this case, then you must exclude yourself, or "opt out," of the Settlement Class. To exclude yourself, you must send a letter by mail that (i) states your full name, address and telephone number, (ii) lists the relevant Hartford insurance policy number, (iii) contains your signature or the signature of the person authorized by law to sign on behalf of the class member, and (iv) states unequivocally your intent is to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than [insert date] to [Rust Consulting, Inc. insert address of claims administrator].

**9. Existing Policyholders**

If you are an existing policyholder, you can receive a payment as a Settlement Class Member and keep any Optional Coverages on your current policies, subject to payment of your premiums and all other policy terms and conditions. If you want to remove or change any Optional Coverages, please contact Hartford at [add number] or your insurance agent. The Optional Coverages will not be removed from your insurance policy unless you contact Hartford. Please only call Hartford for questions about your policy coverages. For questions about the Settlement, call the Claims Administrator at [phone].

**10. How do I object?**

Any Settlement Class Member who has not requested exclusion from the Settlement Class may object to the Settlement. If you file an objection to the Settlement, your objection must be

**signed** and must include the **case name and number** (*Taylor v. Hartford Casualty Insurance Company, et al.*, HHD-CV16-6072110-S), **your full name, current address, and telephone number**, your **insurance policy number**, and a **description of your objection**, including whatever factual and legal support as you believe to be appropriate. You must also provide the following additional information if the listed conditions apply:

- (1) If you want to call any witnesses in support of your objection, provide their names and addresses, together with a brief summary of their testimony;
- (2) if you want to submit documents in support of your objection, provide copies of each document;
- (3) if you are represented by an attorney or attorneys, provide their name(s), address(es) and phone number(s); and
- (4) if you have previously appeared as an objector, or if any of your attorneys have provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number.

Objections must be filed with the Clerk of the Court on or before \_\_\_\_\_.

The Court's address is: Connecticut Superior Court, Hartford Complex Litigation Docket, 95 Washington Street, Hartford, CT 06106.

### **The Fairness Hearing**

The Court will hold a fairness hearing on \_\_\_\_\_, **2019** in the courtroom of the Honorable Thomas G. Moukawsher, Connecticut Superior Court, 95 Washington Street, Hartford, CT 06106. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel and whether to award the Plaintiffs incentive awards. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

### **FOR MORE INFORMATION**

Full details of the Settlement are set forth in the Settlement Agreement. Copies of the Settlement Agreement, as well as the Motion for Preliminary Approval seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, have been posted online at [\[www.\\_\\_\\_\\_\\_.com\]](http://www._____.com). You may also obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed above. If you have questions about the lawsuit or the Settlement, contact the Settlement Administrator at [\[phone\]](tel:____), or Class Counsel; do not contact the Court.

-CT VERSION-

Dated: \_\_\_\_\_, 2019

BY ORDER OF THE COURT

15751\58\4833-7141-3649.v1

# Claim Form

**Optional Coverage Claim Form**

Only one Claim Form for recovery under the Settlement will be honored per person.

Your Claim Form must be submitted no later than \_\_\_\_\_.

**PART 1—INFORMATION ABOUT YOU, THE REGISTRANT:**

All Items marked with an asterisk (\*) are required.

\*Name: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip Code: \_\_\_\_\_

\*Email: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\*Notice Identification Number \_\_\_\_\_

\*If you do not have your Notice Identification Number, please contact the Settlement Administrator at

**PART 2 – PAYMENT REQUEST AND CERTIFICATION UNDER PENALTY OF PERJURY**

**Please mark an x on the below if it applies to you:**

\_\_\_\_\_ I hereby certify under penalty of perjury that I purchased automobile insurance from Hartford and that I have never submitted a claim under my automobile insurance policy with Hartford for Medical Payments Coverage or Basic Reparatons Benefits Coverage.

**If you marked an x above, please also mark an x in front of one of the below if either selection applies to you:**

\_\_\_\_\_ I paid premiums for Optional Coverage (either Medical Payments Coverage or Basic Reparatons Benefits Coverage) that was added to my policy after I did not reject this coverage by returning the Supplemental Application; **or**

\_\_\_\_\_ My automobile insurance policy was cancelled because I did not pay a premium for Optional Coverage (either Medical Payments Coverage or Basic Reparatons Benefits Coverage) that was added to my policy after I did not reject this coverage by returning the Supplemental Application.

DATED \_\_\_\_\_, 2019                      Submitted By: \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\*If you currently have an automobile insurance policy from Hartford and have any questions regarding your coverages, please call



INSTRUCTIONS FOR FILING THIS FORM

PLEASE MAIL THIS FORM TO:

[ADMINISTRATOR'S ADDRESS]

OR

PLEASE FILE ONLINE AT:

[[www.\\_\\_\\_\\_\\_.com](http://www._____.com)]

YOUR REGISTRATION FORM MUST BE SUBMITTED NO LATER THAN \_\_\_\_\_, 2019

If, upon submission of your Claim Form, your Claim Form cannot be verified, you will receive a rejection notice specifying the problem and will be given the opportunity to cure any such problem.

# Exhibit 2

DOCKET NO. HHD-CV16-6072110-S	:	SUPERIOR COURT
	:	
TAYLOR, ALAN	:	JUDICIAL DISTRICT OF
	:	HARTFORD
	:	
v.	:	AT HARTFORD
	:	
HARTFORD CASUALTY INSURANCE	:	
COMPANY; HARTFORD UNDERWRITERS	:	
INSURANCE COMPANY; TRUMBULL	:	
INSURANCE COMPANY; TWIN CITY FIRE	:	
INSURANCE COMPANY; PROPERTY AND	:	
CASUALTY INSURANCE COMPANY OF	:	
HARTFORD; PACIFIC INSURANCE	:	
COMPANY; SENTINEL INSURANCE	:	
COMPANY; AND THE HARTFORD	:	
FINANCIAL SERVICES GROUP, INC.	:	_____, 2019

**PROPOSED PRELIMINARY APPROVAL ORDER**

**WHEREAS**, Plaintiff Alan Taylor and Defendants Hartford Casualty Insurance Company; Hartford Underwriters Insurance Company; Trumbull Insurance Company; Twin City Fire Insurance Company; Property and Casualty Insurance Company of Hartford; Pacific Insurance Company; Sentinel Insurance Company; and The Hartford Financial Services Group, Inc. (collectively, “Hartford”) have reached a proposed settlement and compromise of the dispute between them and other similarly situated individuals in the Action, which is set forth in the Settlement Agreement filed with the Court; and

**WHEREAS**, Plaintiff and Hartford have applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

**WHEREAS**, the Court has fully considered the record of these proceedings, the Settlement Agreement and all exhibits thereto, the representations, arguments and recommendation of counsel

for the Parties and the requirements of law, and has held a preliminary approval hearing on \_\_\_\_\_; and

**WHEREAS**, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a final approval hearing should be held, following notice to the Settlement Class of the proposed Settlement, to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

**THIS COURT FINDS AND ORDERS AS FOLLOWS:**

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to persons in the Settlement Class for their consideration and a hearing on the approval of the Settlement.

3. The Settlement Agreement was entered into by experienced counsel and only after extensive arm's-length negotiations involving mediation before the Hon. Antonio C. Robaina, an experienced mediator.

4. For purposes of the Settlement only, the Court conditionally certifies the following Settlement Class:

Hartford policyholders in California between October 6, 2012 and the present, and Hartford policyholders in Connecticut between October 6, 2010 and the present, who had Optional Coverages added to their automobile insurance policies because they did not complete or return a Supplemental Application confirming rejection of such coverage and who did not submit a claim for benefits under such coverage.

Excluded from the Settlement Class are the following: (1) any trial judge that may preside over this case; (2) Hartford, as well as any parent, subsidiary, affiliate or control person of Hartford, and the officers, directors, agents, servants or employees of Hartford; and (3) the immediate family of any such person(s).

5. The Court preliminary finds, for Settlement purposes only, that:

a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;

b. There are questions of law or fact common to the Settlement Class;

c. The claims of the Settlement Class Representative are typical of the claims of the Settlement Class;

d. The Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class;

e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only individual members; and

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court finds that it has personal jurisdiction over all Class Members, including the absent Class Members.

7. The Named Plaintiff, Alan Taylor, shall be the Settlement Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Class Members.

8. The Court approves Iazard Kindall & Raabe LLP and Biller Sachs Zito & LeMoult as settlement Class Counsel. This Court preliminarily finds that they are competent, capable of

exercising all responsibilities as Class Counsel and will fairly and adequately represent and protect the interests of the absent Class Members.

9. The court approves Rust Consulting, Inc. to serve as the Settlement Administrator in this Action.

10. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_, 2019, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate and whether the Final Approval Order and the Judgment should be entered; and (b) whether Class Counsel's Attorney's Fees, Costs and Incentive Payment application should be approved. Papers in support of final approval of the Settlement, and Class Counsel's Attorney's Fees, Costs and Incentive Payment application shall be filed with the Court according to the schedule set forth below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Final Approval Order and a Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members with respect to the Released Rights being settled.

11. The Court approves, as to form and content, the use of a Notice and Claim Form and written Notice substantially similar to the form attached as Exhibit 1 to the Settlement Agreement. Written Notice will be provided to members of the Settlement Class by first-class U.S. mail using Hartford's records of addresses, updated by the Settlement Administrator in the normal course of business. All Notices shall be mailed within 45 days of the date of entry of this Preliminary Approval Order. Before the Final Approval Hearing, the Settlement Administrator will submit to the Court a declaration of compliance with these notice provisions.

12. The cost of Notice and settlement administration shall be paid for by Hartford.

13. The Notice, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive such notice and that it meets the requirements of due process.

14. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written request for exclusion postmarked no later than 21 days before the Final Approval Hearing.

15. Each request for exclusion, or “Opt-Out”, must be personally signed by the individual Class Member; any so-called “mass” or “class” opt-outs shall not be allowed. Further, to be valid and treated as a successful exclusion or “Opt-Out” the request must (a) state the Class Member’ full name, address, and telephone number; (b) contain the policy number; (c) contain the Class Member’s personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member with respect to a claim or right such as those in the Action; and (d) state unequivocally the Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

16. No person shall purport to exercise any exclusion rights for any other Person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one

Class Member, or as an agent or representative. Any such purported exclusion shall be void and the Person that is the subject of the purported opt-out shall be treated as a member of the Settlement Class and be bound by the Settlement.

17. Any Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

18. Any Class Member who does not submit a valid and timely request for exclusion may object to the proposed Settlement. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court a written notice of intention to appear together with supporting papers, including a detailed statement of the specific objections made, no later than 21 days before the Final Approval Hearing. Each Objection must be signed and must include the case name and number, the objector's full name, current address, and telephone number, the objector's insurance policy number, and a description of the objection, including any factual and legal support. The objector must also provide the following additional information as applicable: the names and addresses of any proposed witnesses, together with a brief summary of their testimony; copies of any documents the objector intends to submit; the name(s), address(es) and phone number(s) of any attorneys representing the objector; and, if the objector has previously appeared as an objector, or if any of the objector's attorneys have provided legal assistance in preparing an objection to another class action settlement, the name of the case in which any such prior object was filed, the court in which the case was filed, and the



docket number. Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise.

19. Pending final determination of whether the Settlement should be approved, Plaintiffs, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any Released Rights against any of the Released Persons in any action, arbitration or proceeding in any court, arbitration forum or tribunal.

20. Further settlement proceedings in this matter shall proceed according to the following schedule:

<b><u>EVENT</u></b>	<b><u>SCHEDULED DATE</u></b>
Notice mailing deadline	45 days after entry of Preliminary Approval Order
Briefs in support of Final Approval and of Attorneys' Fees and Costs Application due by	84 days after entry of Preliminary Approval Order
Last day for Class Members to opt-out of Settlement	21 days prior the Final Approval Hearing
Last day for objections to the Settlement to be filed with the Court	21 days prior the Final Approval Hearing
Last day to submit a Valid Claim Form	21 days prior the Final Approval Hearing
Parties file responses to objections, if any	7 days prior to the Final Approval Hearing
Final Approval Hearing	On the date set in paragraph 10, but no earlier than 126 days after the Preliminary Approval Order

21. Service of all papers on counsel for the parties shall be made as follows: for settlement Class Counsel: to Robert IZard, IZard Kindall & Raabe, LLP, 29 South Main Street, Suite 305, West Hartford, CT 06107; for Defendant: Timothy Diemand, Wiggin and Dana, LLP, 20 Church Street, Hartford, CT 06103.

22. In the event that a Final Approval Order and a Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever, including without limitation for any evidentiary purpose (including but not limited to class certification), in this Action or any other action. In such event the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

23. In addition, the Court preliminarily finds that by not objecting to the certification of the settlement Class for settlement purposes and by taking other steps to negotiate, execute, and implement the Settlement Agreement, Defendant has not waived any arguments that it is or may have to opposing class certification absent this Settlement Agreement. If the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement, the Court will fully disregard and not consider any act relating to the negotiation, execution, or implementation of the Settlement Agreement, certification of the Settlement Class for settlement purposes only, or Defendant's lack of objection to Plaintiffs' class

certification motion when deciding any class certification issues. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

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