

DOCKET NO. HHD-CV16-6072110-S :
TAYLOR, ALAN :
v. :
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. :

SUPERIOR COURT
JUDICIAL DISTRICT OF
HARTFORD
AT HARTFORD

September 12, 2019

FILED

SEP 12 2019

HARTFORD J.D.

ORDER AND FINAL JUDGMENT

This matter coming to be heard on the Plaintiff’s Motion for Certification of Settlement Class and Approval of Class Action Settlement (“Motion”) together with the supporting papers filed by Alan Taylor (“Plaintiff”), individually and on behalf of the Settlement Class, and having heard and considered the evidence and arguments of counsel, the Court makes the findings and grants the relief set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court has subject matter jurisdiction of this matter and all claims asserted against each of the Defendants (collectively, “Hartford”).

Notice to the Class

3. The Court finds that the form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice and fully satisfied the requirements of due process.

Class Certification

4. Plaintiff's motion requests certification of a Settlement Class defined as:

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 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 makes the following findings of fact with respect to the proposed Settlement Class:

- a. There are questions of law and fact common to the Settlement Class;
- b. Plaintiff's claims are typical of the claims of members of the Settlement Class;
- c. Plaintiff and Settlement Class Counsel fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between Plaintiff and members of the Settlement Class;
- d. Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members of the Settlement Class; and

- e. Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of this controversy.

6. Accordingly, the Court certifies the Settlement Class as defined in Paragraph 4 of this Order, for settlement purposes only, pursuant to Sections 9-7 and 9-8(3) of the Connecticut Practice Book. The names of those persons who timely submitted a valid request to be excluded, and who are therefore not members of the certified Settlement Class by virtue of that request for exclusion, are identified in Exhibit A to this Order. Such persons shall neither share in the distribution of the Settlement Fund nor receive any benefits of the terms of the Settlement Agreement, and shall not be bound by this Judgment Order.

7. As provided for in the Settlement Agreement, if the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

Approval of the Settlement

8. The Court finds that the terms of the Settlement Agreement are in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and therefore approves the Settlement.

9. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

10. By entry of this Final Judgment Order Plaintiff and all Settlement Class Members who have not opted out of the Settlement and each the Releasing Persons will be deemed to have

completely released and forever discharged Released Persons from any and all Released Rights, as each of those terms is defined in the Settlement Agreement.

Final Order and Dismissal with Prejudice

11. In accordance with the terms of the Settlement Agreement, this Action is dismissed with prejudice.

12. Without affecting the finality of this Judgment in any way, the Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

13. In the event the Effective Date does not occur, this Judgment Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this Judgment and all orders entered in connection herewith shall be vacated and null and void.

SO ORDERED.

(Moukawsher, J.)
Hon. Thomas G. Moukawsher
Judge of the Superior Court

Dated: September 12, 2019

Exhibit A

Persons Excluded from the Settlement Class by Request

- 1) Allington, Gary and Karen
- 2) Graves, Linda J.
- 3) Kutch, Eric M. and May
- 4) McMillen, Stanley and Susan D.