

NOTICE OF CLASS ACTION SETTLEMENT

***Johnson, et al. v. American Family Insurance Company, et al.,
Case No. 24SL-CC00378 (St. Louis County, Cir. Ct.)***

**A Court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

A Settlement has been reached in the case *Johnson, et al. v. American Family Ins. Co., et al.*, No. 24SL-CC00378, (Cir. Ct. Mo.), entitling Settlement Class Members to payment of amounts for deductions applied in the valuation of total loss insurance claims paid by the Defendants. This Notice explains: 1) the terms of the Settlement; 2) who is a Settlement Class Member; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE. Call (833) 425-4853 toll free or visit www.AmericanFamilyTotalLossSettlement.com for more information.

BASIC INFORMATION

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

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

2. What is this Lawsuit about?

This Lawsuit alleges that the Defendants (defined below) breached their contracts (insurance policies) by failing to pay Plaintiffs and other insureds who submitted physical damage claims for their vehicles during the Class Periods—and which resulted in a Total Loss Payment—the “actual cash value” of their total loss vehicles. Specifically, Plaintiffs alleged that Defendants’ Settlement practice of applying typical negotiation deductions (“TNDs”) in valuation reports to Settlement Classes was improper. The Defendants maintain that they complied with the terms of the insurance policies and applicable law and deny that they acted wrongfully or unlawfully and continue to deny all material allegations.

3. How do I know if I'm a Settlement Class Member?

You have been identified as a potential "Settlement Class Member" from Defendants' claims data, because (1) you were insured by one of the Defendants under a Wisconsin, Kansas, Missouri, Georgia, Ohio, Illinois, Mississippi, Virginia, or Arizona private passenger automobile insurance policy; and (2) submitted a physical damage claim with respect to a covered vehicle that resulted in a total loss claim payment during the Class Period covered by the Settlement; and (3) your claim payment was based on an appraisal report from Audatex where a typical negotiation adjustment was applied to at least one comparable vehicle.

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

4. What are the terms of the Settlement?

As a part of the Settlement, American Family Insurance Company, American Family Mutual Insurance Company, S.I., American Standard Insurance Company of Ohio, Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio, and The General Automobile Insurance Company, Inc. (collectively the "Defendants"), have agreed, upon Court approval, to:

1. Pay up to a "Maximum Settlement Amount" of \$21,840,000 for valid claims, attorneys' fees, costs, and Service Awards as described further below.
 - a. Defendants will pay eligible Settlement Class Members who make a claim an amount equal to their Proportional Share multiplied by the Distributable Settlement Amount. The Distributable Settlement Amount shall equal the Maximum Settlement Amount less the amounts of: (a) attorneys' fees and costs; (b) any Class Representative Service Award; and (c) all costs of Settlement notice and administration. Each Settlement Class Member's Proportional Share of the Distributable Settlement Amount shall be calculated by dividing the amount of the Settlement Class Member's TND by the sum of all Settlement Class Members' TNDs.
 - b. Defendants will pay a Service Award of \$5,000 to each of the ten (10) Class Representatives.
 - c. Class Counsel will seek, and Defendants will not oppose, attorneys' fees in the amount of \$5,460,000, plus costs up to \$75,000.

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

5. How do I know if I'm a Settlement Class Member?

You may be a Settlement Class Member against the Defendants if (1) you were insured by one of the Defendants under a Wisconsin, Kansas, Missouri, Georgia, Ohio, Illinois, Mississippi, Virginia, or Arizona private passenger automobile insurance policy; and (2) you submitted a physical damage claim with respect to a covered vehicle and were issued a Total Loss Payment during one of the following the Class Periods;

- from April 13, 2016, through March 20, 2024, if you were a Wisconsin insured;
- from April 13, 2017, through March 20, 2024, if you were a Kansas insured;
- from April 13, 2012, through March 20, 2024, if you were a Missouri insured;
- from April 7, 2016, through March 20, 2024, if you were a Georgia insured;
- from April 21, 2017, through March 20, 2024, if you were an Ohio insured;
- from August 11, 2018, through March 20, 2024, if you were a Virginia insured;
- from August 11, 2019, through March 20, 2024, if you were a Mississippi insured;
- from April 21, 2013, through March 20, 2024, if you were an Illinois insured; or
- from April 21, 2017, through March 20, 2024, if you were an Arizona insured;

and/or (3) your claim payment was based on an appraisal report from Audatex where a TND was applied to at least one comparable vehicle.

You received this Class Notice because the Defendants' records indicate you may be a Settlement Class Member.

6. If I am a Settlement Class Member, what are my options?

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

Option 1: Submit a Claim Form for Total Loss Payment.

You may submit a Claim Form for recovery of the TNDs applied relative to your Total Loss Payment. The total amount to be made available to Settlement Class Members is \$21,840,000, less attorneys' fees and costs, any Class Representative Service Award, and all costs of Settlement notice and administration. If you received a notice in the mail, the Class Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail. You can call **(833) 425-4853** or visit www.AmericanFamilyTotalLossSettlement.com and request that the Claims Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

If you have a Class Member ID, you can also submit an electronic Claim Form by visiting www.AmericanFamilyTotalLossSettlement.com, clicking the SUBMIT CLAIM button, and following the steps outlined for you. Your name and insurance claim number will be pre-filled on the electronic Claim Form.

If you do not have a Class Member ID, you can download a printable Claim Form at www.AmericanFamilyTotalLossSettlement.com, complete and sign the form, and mail it to:

Johnson v. American Family Insurance
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

If you submit a Claim Form in the mail, it must be postmarked no later than **September 23, 2024**, or thirty-five (35) days after the issuance of an order granting Final Approval of the Settlement, whichever is later. If you submit an electronic claim, you must do so by **11:59 p.m. CT on September 23, 2024**, or thirty-five (35) days after the issuance of an order granting Final Approval of the Settlement, whichever is later.

Option 2: Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “Opting Out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **July 19, 2024**, as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of the Defendants separately in another lawsuit if you choose to pursue one.

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

Johnson v. American Family Insurance
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

A request for exclusion must be postmarked on or before **July 19, 2024**.

Your request for exclusion must contain the following:

1. The name of the Action (*Johnson, et al., v. American Family Insurance Company, et al.*);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

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

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF **JULY 19, 2024, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at the settlement website, www.AmericanFamilyTotalLossSettlement.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class, you may file a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the

Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

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

1. the name of the Action (*Johnson, et al., v. American Family Insurance Company, et al.*);
2. the objector's full name, address, and telephone number;
3. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
5. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
7. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other Person or entity;
8. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
9. a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection;
10. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
11. the objector's signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **July 19, 2024**.

Scott Edelsberg, Esq. Edelsberg Law, P.A. 20900 NE 30th Avenue, Suite 417 Aventura, FL 33180	Johnson v. American Family Insurance c/o Kroll Settlement Administration P.O. Box 5324 New York, NY 10150-5324
Christopher M. Assise Sidley Austin LLP One South Dearborn St. Chicago, IL 60603	

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

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

Option 4: Do Nothing Now. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Defendants related to TNDs, even if you do not submit a claim for payment. You will not receive a Settlement Class Member payment if you do nothing.

7. When and where will the Court decide final approval of the Settlement?

The Court will hold the Final Approval Hearing on **August 19, 2024, at 10:00 a.m. CT** in Division 8, St. Louis County, Missouri. At the Final Approval Hearing, the court will consider: (a) the fairness, reasonableness, and adequacy of the Settlement; (b) the entry of any final order or judgment with respect to the Settlement Classes; (c) the application for incentive awards for the services rendered by Plaintiffs as the Class Representatives of the Settlement Classes; (d) the application for attorneys' fees and for reimbursement of expenses by Class Counsel; and (e) other related matters.

The date, time, and location of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the settlement website, www.AmericanFamilyTotalLossSettlement.com. You should check the settlement website to confirm the date and time have not been changed.

8. Who is representing the Settlement Class?

The Court has preliminarily appointed Plaintiffs, Sabrina Timmins, Holly Johnson, Elaine Scherer, Elmira Hobbs, Daniel Rogers, Trina Hawthorne, Brian Marble, Monte Bell, Jill Hodge, and Tammi Dooley, to be the Class Representatives of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

JACOBSON PHILLIPS

Jacob Phillips, Esq.
Joshua R. Jacobson, Esq.
478 E. Altamonte Dr., Ste. 108-570
Altamonte Springs, FL 32701

SHAMIS & GENTILE, P.A.

Andrew Shamis, Esq.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
www.shamisgentile.com

EDELSBERG LAW

Adam Schwartzbaum, Esq.
Scott Edelsberg, Esq.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180
www.edelsberglaw.com

NORMAND PLLC

Edmund Normand, Esq.
3165 McCrory, Pl #175
Orlando, FL 32803
www.normandpllc.com

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above. Class Counsel will file an application for attorneys' fees of no more than \$5,460,000, plus costs up to \$75,000, to be paid from the available Settlement Amount, with all amounts to be approved by the Court. Defendants have agreed to pay these amounts if approved by the Court. Class Counsel will also seek Service Awards to the Class Representatives in the amount of \$5,000 for each, which Defendants have agreed not to oppose, also subject to Court approval. The Service Awards are designed to reward the Class Representatives for securing the recovery awarded to members of the Settlement Class, and to acknowledge the time spent by the Plaintiffs participating in the case and mediation and prosecuting the claims for the benefit of the Settlement Class.

If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's request, the attorneys' fees, costs, and Service Awards will be paid from the available Settlement Amount. If you submit a valid Claim Form for payment, you will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case. Instead, such fees amounts will reduce the Maximum Settlement Amount, resulting in the Distributable Settlement Amount, from which your claim payment will be distributed.

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

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

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

If you have any questions about the Lawsuit or any matter raised in this Class Notice, please call toll-free at (833) 425-4853 or go to the settlement website, www.AmericanFamilyTotalLossSettlement.com.

The settlement website provides:

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

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

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