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[Additional counsel on signature page]

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Jesus Caballero, Plaintiff, v. Economy Preferred Insurance Company, et al., Defendants.	Nos. CV-22-02023-PHX-MTL CV-22-01820-PHX-MTL CV-24-01267-PHX-MTL CV-24-01270-PHX-MTL [Consolidated] **PLAINTIFFS' CONSOLIDATED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE SETTLEMENT CLASS** (Honorable Michael T. Liburdi)

I. INTRODUCTION

Nothing about the settlement terms has changed since the Court granted preliminary approval. The Settlement Agreement remains fair, reasonable, and adequate. The $11,600,000 cash payment provides a significant recovery for the Class, which consists of only 166[1] Class members, representing approximately 128% of the benefits of the total Class damages, a significant recovery for a case for 166 Class members. Put simply, Class Members receive more than they would have under their original contracts without breach. *See* ECF No. 108 at 11. Under the standard methods used to assess fairness, this recovery fares even better: It is approximately three times the risk-adjusted expected value of these claims—achieved without any burden on Class Members who were unaware such claims existed. ECF No. 134 at 18. Even after reducing the recovery by the amount of fees Class Counsel requested, the Class will receive over 89% of the benefits they would have received had their claims been adjusted under the proper policy limits, ECF No. 108 at 11, and over double what their claims are "worth" in a risk-adjusted sense. *See* ECF No. 134 at 18.

Consequently, the Settlement was well-received by the Class Members. Direct notice to the Class was extremely successful, with 100% of the 166 Class Members receiving notice. September 12, 2025 Declaration of Lucas Q. Meyer ("Meyer Decl.") (attached as Exhibit A) ¶ 18. No Class Member filed an opposition. *Id.* ¶ 23. And no Class Member opted out. *Id.* ¶ 22. Every member of the Class has chosen to stay and benefit from the Settlement. And, importantly, every class member will get their recoveries delivered without any action required by them.

Because the settlement has not changed since preliminary approval and the Class reception has been overwhelmingly positive, the Court should grant final approval.

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[1] While the preliminary approval motion reflects 172 Class Members, in reviewing the data provided by counsel for Defendants, Class Counsel determined that only 166 person(s) are qualified class members.

II. THE SETTLEMENT SHOULD BE APPROVED

A. Notice under Rule 23 has been satisfied.

This Court previously approved the proposed notice plan as meeting the requirements of Rule 23. ECF No. 109 at 3–4. In compliance with that plan, Epiq, the Settlement Administrator, posted copies of the Settlement Agreement and the Preliminary Approval Order, as well as the Notice and Motion for Preliminary Approval to the settlement website on March 6, 2025. Meyer Decl. ¶ 19. Epiq also posted FAQs to the settlement website. *Id*. Epiq posted a copy of the Motion for Attorneys' Fees, Expenses, and Service Awards to the settlement website on April 24, 2025. *Id.* ¶ 20.

As directed by this Court, Epiq sent the first notice of the Settlement to the Class on March 7, 2025 based on the data provided to Epiq at that time and as of May 13, 2025 successfully mailed the original notice to all 166 addresses provided. *Id.* ¶¶ 6-8, 11–14; ECF No. 118 at 2. On June 2, 2025, the evening before the original final fairness hearing, it was brought to Class Counsel's attention that Plaintiff Caballero had not received the mailed notice. ECF No. 121 at 1. Upon further investigation, Class Counsel discovered that due to an administrative oversight, counsel for the Insurer Defendants had provided the incorrect addresses for 21 Class Members. *Id.* Accordingly, the original date for the final fairness hearing was vacated, ECF No. 122, and the Court later approved and ordered that a proposed Revised Notice to be sent to the 145 Class Members who previously received notice and a Second Notice be sent to the 21 Class Members who did not receive the original notice. ECF No. 129 ¶¶ 2-4; Meyer Decl. ¶ 15.

On July 15, 2025 Epiq sent the 145 Revised Notices and 21 Second Notices to the Class Members using the corrected data provided by Counsel for the Insurer Defendants. *Id.* ¶ 16. None of the 145 Revised Notices were returned. *Id.* ¶ 17. On July 21, 2025 the USPS returned two of the Second Notices to Epiq with corrected addresses for those Class Members. *Id*. Epiq remailed the notices to the corrected addresses provided by the USPS on August 1, 2025. *Id.* As of September 11, 2025, taking into account the corrected information, none of the Revised Notices or Second Notices were returned. *Id.* ¶¶ 17-18.

In other words, there was a 100% deliverable rate for class notice. *Id.* The total cost of notice to the Class was $17,166.00, with an additional $112,050.00 to be spent by Epiq on resolving any Medicare liens. *Id.* ¶ 24.

No Class Members requested to be excluded and no Class Members have filed an objection to the Settlement. *Id.* ¶¶ 22-23.

B. The Settlement is fair, reasonable, and adequate.

In granting final approval of a proposed class action settlement, the Court must determine whether the settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). "To determine whether a settlement agreement meets these standards, a district court must consider a number of factors, including: "(1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement." *Knapp v. Art.com, Inc.*, 283 F. Supp. 3d 823, 830 (N.D. Cal. 2017) (quoting *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). Plaintiffs addressed the first six factors in their Consolidated Motion for Preliminary Approval and incorporate those arguments by reference. *See* ECF No. 108. Because the Court found those factors weighed in favor of preliminary approval and nothing about the settlement itself has changed, Plaintiffs will not repeat those arguments here. *Id*. The two factors Plaintiffs did not address at preliminary approval—the presence of a governmental participant and the reaction of the Class—also weigh in favor of granting final approval of the Settlement.

1. The presence of a government participant.

There is no governmental participant in this case. On June 19, 2025, Defendant, through the Settlement Administrator, Epiq, provided CAFA notice of the proposed Settlement to the Attorney General of the United States and the Arizona Department of Insurance and Financial Institutions as required and neither government entity has raised an objection. *See* Meyer Decl. ¶ 5, Attachment 1 (“ CAFA Decl.”). “The lack of objections favors settlement.” *Knapp*, 283 F. Supp. 3d at 833.

2. Reaction of the Class Members.

The reaction of the Class has been overwhelmingly positive and weighs in favor of approval. Not a single Class Member has opted out or filed an objection. Meyer Decl. ¶¶ 22-23.

First, the fact that 100% of the Class stayed in the class and accepted the Settlement provides an “objective positive commentary as to its fairness” and weighs in favor of approval. *Knapp*, 283 F.Supp.3d at 834 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). Second, that ***no*** Class Members have objected “raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members” and weighs in favor of final approval. *Id.* at 833–34; *see also J.L. v. Cuccinelli*, No. 18-CV-04914-NC, 2019 WL 6911973, at *3 (N.D. Cal. Dec. 18, 2019) (no objections to the settlement weigh in favor of final approval). The lack of objections and exclusions is particularly notable here, as many of the Class Members are receiving significant recoveries and would be motivated to object or opt out if they did not believe the settlement was fair. The Class Members’ overall reaction to the Settlement supports approval.

C. Final Payment of the Settlement

Because Plaintiffs are required to (1) verify whether the Class Members have any Medicare or Medicaid liens and (2) pay those liens before making any final payment to Class Members, Plaintiffs request that the Court approve a timeline for payment that accounts for the time needed by Epiq to resolve those liens. More specifically, Plaintiffs request that the Court order Epiq to make all final payments to Class Members within thirty days (30) of the resolution of all applicable Medicare liens. Finally, Plaintiffs request that the Court approve the payment of Epiq’s reasonable expenses to resolve the Medicare liens and distribute final payments.

III. CONCLUSION

Plaintiffs request that this Court enter an order granting final approval of the Settlement.

Dated: September 12, 2025

Respectfully submitted by,

HAGENS BERMAN SOBOL SHAPIRO LLP

By: *s/ Robert B. Carey*
Robert B. Carey
John M. DeStefano
Michella Kras

THE SLAVICEK LAW FIRM
Brett L. Slavicek
James Fucetola
Justin Henry

Attorneys for Plaintiffs

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jesus Caballero, Plaintiff, v. Economy Preferred Insurance Company, et al., Defendants.	No. CV-22-02023-PHX-MTL **DECLARATION OF LUCAS Q. MEYER REGARDING IMPLEMENTATION OF NOTICE AND SETTLEMENT ADMINISTRATION**

DECLARATION OF LUCAS Q. MEYER REGARDING IMPLEMENTATION OF NOTICE AND SETTLEMENT ADMINISTRATION

I, Lucas Q. Meyer, hereby declare and state as follows:

1. I am a Project Manager employed by Epiq Class Action & Claims Solutions, Inc. ("Epiq"). I have more than 16 years of experience working in the legal field. The statements of fact in this declaration are based on my personal knowledge and information provided to me by my colleagues in the ordinary course of business, and if called on to do so, I could and would testify competently thereto.

2. Epiq was appointed as the Settlement Administrator pursuant to the Court's Order (the "Order") dated December 13, 2024, and in accordance with the Settlement Agreement dated December 3, 2024 (the "Agreement").[1] I submit this Declaration in order to advise the Parties and the Court regarding the implementation of the Court-approved Notice, and to report on Epiq's handling to date of the Settlement administration, in accordance with the Order and the Agreement.

[1] All capitalized terms not otherwise defined in this document shall have the same meanings ascribed to them in the Agreement.

3. Epiq was established in 1968 as a client services and data processing company. Epiq has administered bankruptcies since 1985 and settlements since 1993. Epiq has routinely developed and executed notice programs and administrations in a wide variety of mass action contexts including settlements of consumer, antitrust, products liability, and labor and employment class actions, settlements of mass tort litigation, Securities and Exchange Commission enforcement actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and other major litigation. Epiq has administered more than 4,500 settlements, including some of the largest and most complex cases ever settled. Epiq's class action case administration services include administering notice requirements, designing direct-mail notices, implementing notice fulfillment services, coordinating with the United States Postal Service ("USPS"), developing and maintaining notice websites and dedicated telephone numbers with recorded information and/or live operators, processing exclusion requests, objections, claim forms and correspondence, maintaining class member databases, adjudicating claims, managing settlement funds, and calculating claim payments and distributions. As an experienced neutral third-party administrator working with settling parties, courts, and mass action participants, Epiq has handled hundreds of millions of notices, disseminated hundreds of millions of emails, handled millions of phone calls, processed tens of millions of claims, and distributed hundreds of billions in payments.

OVERVIEW OF ADMINISTRATION

4. Pursuant to the Agreement and Order, Epiq was appointed to provide, and did provide, the following administrative services for the benefit of Settlement Class Members, as they are defined in the Agreement or the contract with Class Counsel:

- Send CAFA Notice to the appropriate Federal and State government officials;

- Mail a Long-Form Notice to Settlement Class Members;
- Establish and maintain an official settlement website containing information about the *Caballero v Economy Preferred Insurance Co.* Settlement;
- Review and process Requests for Exclusion sent to or received by Epiq;
- Review and track objections sent directly to or forwarded to Epiq.

CLASS ACTION FAIRNESS ACT NOTICE

5. As described in the attached June 20, 2025, *Declaration of Kyle S. Bingham on Implementation of CAFA Notice* ("CAFA Declaration"), on June 19, 2025, at the direction of counsel for Defendants, Epiq sent two CAFA Notice Packages (or "CAFA Notice") of the proposed Settlement to two federal and state offices as required by the Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was mailed by United Parcel Service to two offices, which included the Attorney General of the United States and the Arizona Department of Insurance and Financial Institutions, and no government entity has raised an objection. The CAFA Declaration is included as **Attachment 1.**

DATA TRANSFER

6. On December 19, 2024, Counsel for Defendant provided Epiq with one electronic file containing potential Settlement Class Member records. The file contained 172 records of names, addresses, and other relevant personalized data for potential Settlement Class Members ("Initial Class Data").

7. On February 18, 2024, Class Counsel provided Epiq with a revised file based on the Initial Class Data file, less six records, leaving 166 records in what Class Counsel and Epiq understood at the time to be the final data set (the "Updated Class Data").

8. Epiq loaded the Updated Class Data into a database created for the purpose of administration of the proposed Settlement. Epiq assigned unique identifiers to all the records it received in order to maintain the ability to track them throughout the Settlement administration process, which resulted in 166 Settlement Class Member records (the "Class List").

9. On June 5, 2025, Class Counsel informed Epiq that the address data provided to Class Counsel in the Updated Class Data included incorrect information for 21 of the Settlement Class Members.

10. On June 11, 2025, Class Counsel provided the corrected addresses for the 21 members of the Settlement Class and Epiq updated the Class List accordingly.

DISSEMINATION OF THE INDIVIDUAL CLASS NOTICE BY POSTAL MAIL

11. Pursuant to Section E of the Agreement and Paragraph 10 of the Order, Epiq was responsible for sending the Class Notice to all potential Settlement Class Members via U.S. First Class Mail. Attached hereto as **Attachment 2** is the Class Notice that Epiq disseminated by mail ("Notice").

12. Prior to mailing the Notice to the Class List, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").[2] In addition, the addresses were processed via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. To the extent that any Settlement Class Member had filed a USPS change of address request, and the address was certified and verified, the current address listed in the NCOA database was used in connection with the Notice

[2] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

mailing. This address updating process is standard for the industry and for the majority of promotional mailings that occur today. A total of 22 records in the Class List sent through the USPS NCOA, CASS, and DPV process were updated with new addresses.

13. Prior to commencing any mailings for this matter, Epiq established a post office box to mail notice from and to allow Settlement Class Members to contact the Settlement Administrator or submit documents by mail. Epiq has and will continue to maintain the P.O. Box throughout the administration process.

14. On March 7, 2025, Epiq mailed 166 Notices via USPS First Class Mail to potential Settlement Class Members on the Class List with a valid mailing address.

15. On June 5, 2025, Class Counsel informed Epiq of this Court's order requiring supplemental notice to the entire class because the address data provided in the Updated Class List was incorrect for 21 of the Settlement Class Members. Consequently, two new notice documents were created: one for the 145 Settlement Class Members who had previously received notice ("Revised Notice") and one for the 21 Settlement Class Members who had not previously received notice ("Second Notice"). Attached hereto as **Attachment 3** and **Attachment 4** are the Revised Notice and Second Notice that Epiq disseminated by mail, respectively.

16. On July 15, 2025, Epiq mailed 145 Revised Notices and 21 Second Notices via USPS First Class Mail to potential Settlement Class Members on the Class List with a valid mailing address.

17. The return address on all notices is the post office box maintained by Epiq. None of the Revised Notices were returned by the USPS. On July 21, 2025, two of the 21 Second Notices were returned by the USPS with corrected addresses for these two Settlement Class Members. On August 1, 2025, the returned Second Notices were remailed to the associated Settlement Class

Members with updated address information from the USPS, and these remailed Second Notices have not been returned by the USPS as of September 11, 2025. Additionally, the Second Notices sent to the other 19 Settlement Class Members have also not been returned by the USPS as of September 11, 2025.

18. As of September 11, 2025, Epiq has mailed notices to 166 Settlement Class Members, which is a 100.0% deliverable rate to the Class.

SETTLEMENT WEBSITE

19. Pursuant to Section E of the Agreement, on March 6, 2025, Epiq launched a website, www.AZUMInsuranceclaims3.com, that potential Settlement Class Members could visit to obtain additional information about the proposed Settlement, as well as important documents, including the Notice, Settlement Agreement, Preliminary Approval Order, and any other relevant information that the parties agree to provide or that the Court may require ("Website"). The Website contains a summary of options available to Settlement Class Members, deadlines to act, and provides answers to frequently asked questions. References to the Website were prominently displayed in the Notice, the Revised Notice, and the Second Notice.

20. On April 24, 2025, Epiq posted Plaintiff's Motion for Fees, Expenses and Service Awards to the Settlement Website.

21. As of September 11, 2025, the Website has been visited by 238 unique visitors and 489 website pages have been viewed.

REQUESTS FOR EXCLUSION

22. Pursuant to Section F of the Agreement and Paragraph 13 of the Order, Settlement Class Members who wished to be excluded from the Settlement were required to mail a written Request for Exclusion to Epiq received on or before May 6, 2025 for the 145 Settlement Class

Members who received the original Notice and on or before August 29, 2025 for the 21 Settlement Class Members who received the Second Notice. Epiq has not received any Requests for Exclusion from the Settlement.

OBJECTIONS RECEIVED

23. Pursuant to Section F of the Agreement and Paragraph 15 of the Order, Settlement Class Members who wished to object to the Settlement were required to submit written objections to the Clerk of the Court and Class Counsel such that they were received on or before the objection deadline of May 6, 2025 for the 145 Settlement Class Members who received the original Notice and on or before August 29, 2025 for the 21 Settlement Class Members who received the Second Notice. Epiq has not received any written objections to the Settlement.

SETTLEMENT ADMINISTRATION COSTS

24. The total cost of notice to the Class was $17,166.00, with an estimated additional $112,050.00 in costs to resolve any Medicare liens.

I declare under penalty of perjury under the laws of the United States and the State of Oregon that the foregoing is true and correct and that this declaration was executed on September 12, 2025, in Portland, Oregon.

Lucas Meyer

Lucas Q. Meyer, J.D.
Project Manager
Epiq Class Action & Claims Solutions, Inc. ("Epiq")

ATTACHMENT 1

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Jesus Caballero, Plaintiff, v. Economy Preferred Insurance Company, et al., Defendants.	Case No. CV-22-02023-PHX-MTL CV-22-01820-PHX-MTL CV-24-01267-PHX-MTL CV-24-01270-PHX-MTL [Consolidated]

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. ("Epiq"), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act ("CAFA") notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq's class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service ("USPS"), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants Economy Preferred Insurance Company, Farmers Casualty Insurance Company, Economy Premier Insurance Company, and Farmers Group Property and Casualty Insurance Company, two federal and state officials (the Attorney General of the United States and the Arizona Department of Insurance and Financial Institutions) were identified to receive CAFA notice.

6. On June 19, 2025, Epiq sent two CAFA Notice Packages ("Notice"). The Notices were sent via United Parcel Service ("UPS") to the Attorney General of the United States and the Arizona Department of Insurance and Financial Institutions. The CAFA Notice Service List is included as **Attachment 1**.

7. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

8. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- Notice of Removal – *Caballero* (filed November 28, 2022);
- Economy Preferred Insurance Company's Answer – *Caballero* (filed December 5, 2022);
- Second Amended Class Action Complaint – *Creasman* (filed August 10, 2023);
- Farmers Casualty Insurance Company's Answer to Second Amended Class Action Complaint – *Creasman* (filed September 7, 2023);
- Class Action Complaint – *Wilhelm* (filed May 28, 2024);
- Economy Premier Assurance Company's Answer – *Wilhelm* (filed November 13, 2024);
- Class Action Complaint – *Luna* (filed May 28, 2024); and

- Farmers Group Property and Casualty Insurance Company's Answer – *Luna* (filed November 13, 2024).

b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

- Revised Long Form Notice (*Exhibit 1 to June 13, 2025, Joint Status Report);* and
- Long Form Notice (*Exhibit 2 to June 13, 2025, Joint Status Report).*

c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Plaintiff's Consolidated Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class;
    - Settlement Agreement and Release (*Exhibit 1 to Plaintiff's Consolidated Motion for Preliminary Approval*);
    - Declaration of Robert B. Carey in Support of Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class *(Exhibit 2 to Plaintiff's Consolidated Motion for Preliminary Approval)*;
    - Hagens Berman Sobol Shapiro LLP Firm Resume (*Exhibit 4 to Plaintiff's Consolidated Motion for Preliminary Approval)*; and
- Order Granting Preliminary Approval of the Settlement Agreement and Certification of the Settlement Class.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 20, 2025.

KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC	20530
Arizona Department of Insurance and Financial Institutions	Barbara D. Richardson	100 N 15th Ave	Suite 261	Phoenix	AZ	85007

Attachment 2

CAFA NOTICE ADMINISTRATOR
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

June 19, 2025

VIA UPS

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants Economy Preferred Insurance Company, Farmers Casualty Insurance Company, Economy Premier Insurance Company, and Farmers Group Property and Casualty Company relating to the proposed settlement of a class action lawsuit.

- **Case:** *Jesus Caballero v. Economy Preferred Insurance Company, et al.,* Case No. 2:22-cv-02023-PHX-MTL*, Creasman v. Farmers Casualty Ins. Co.,* No. 2:22-cv-01820-MTL*, Wilhelm v. Economy Premier Assurance Co.,* No. 2:24-cv-01270-MTL*, Luna v. Farmers Group Property & Casualty Ins. Co.,* No. 2:24-cv-01267-MTL, consolidated under matter 2:22-cv-02023-MTL.

- **Court:** United States District Court for the District of Arizona.

- **Defendant:** Economy Preferred Insurance Company, Farmers Casualty Insurance Company, Economy Premier Insurance Company, and Farmers Group Property and Casualty Insurance Company.

- **Documents Enclosed**: In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

  1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

     - Notice of Removal – *Caballero* (filed November 28, 2022);

     - Economy Preferred Insurance Company's Answer – *Caballero* (filed December 5, 2022);

     - Second Amended Class Action Complaint – *Creasman* (filed August 10, 2023);

     - Farmers Casualty Insurance Company's Answer to Second Amended Class Action Complaint – *Creasman* (filed September 7, 2023)

     - Class Action Complaint – *Wilhelm* (filed May 28, 2024);

     - Economy Premier Assurance Company's Answer – *Wilhelm* (filed November 13, 2024);

CAFA NOTICE ADMINISTRATOR
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- Class Action Complaint – *Luna* (filed May 28, 2024); and
- Farmers Group Property and Casualty Insurance Company's Answer – *Luna* (filed November 13, 2024).

2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled the Final Approval Hearing at this time. A Status Conference is set for June 24, 2025 at 03:00 PM in Courtroom 504, 401 West Washington Street, Phoenix, AZ 85003.

3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

   - Revised Long Form Notice (*Exhibit 1 to June 13, 2025, Joint Status Report);* and
   - Long Form Notice (*Exhibit 2 to June 13, 2025, Joint Status Report).*

4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:

   - Plaintiff's Consolidated Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class;
     - Settlement Agreement and Release (*Exhibit 1 to Plaintiff's Consolidated Motion for Preliminary Approval*);
     - Declaration of Robert B. Carey in Support of Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class *(Exhibit 2 to Plaintiff's Consolidated Motion for Preliminary Approval)*;
     - Hagens Berman Sobol Shapiro LLP Firm Resume (*Exhibit 4 to Plaintiff's Consolidated Motion for Preliminary Approval)*; and
   - Order Granting Preliminary Approval of the Settlement Agreement and Certification of the Settlement Class.

5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** Please note that the parties to this Settlement confidentially agreed to provide Defendants with the option to terminate the Settlement if the members of the settlement class requesting exclusion meet a certain percentage, which is referenced in Section 63 of the Settlement Agreement and Release. It is typical for agreements of this nature to remain confidential because, as explained by a leading treatise on complex litigation, "[k]nowledge of the specific number of opt outs that will vitiate a settlement might encourage third parties to solicit class members to opt out." Manual for Complex Litigation § 21.631 (4th ed.).

6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.

CAFA NOTICE ADMINISTRATOR
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class consists of 166 class members, all in Arizona. The "Settlement Class" roughly includes all persons (a) insured under a policy issued by Defendants in Arizona that contained the UM Endorsement or UIM Endorsement and provided UM Coverage or UIM Coverage for more than one motor vehicle; (b) who made a claim for UM Coverage or UIM Coverage during the Class Period; and (c) who (i) received a claim payment equal to the limit of liability for the UM or UIM benefits for one vehicle, or (ii) who were one of multiple claimants in a claim related to a single incident, where the aggregate total paid on the claim was equal to the per incident limit of liability for the UM Coverage or UIM Coverage for one vehicle.

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

ATTACHMENT 2

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

NOTICE OF CLASS ACTION SETTLEMENT

If you were injured in a collision and were paid the policy limit for uninsured or underinsured motorist coverage on one vehicle, but the policy also covered one or more other vehicles, you could be included in a class action settlement.

The United States District Court for the District of Arizona ordered this notice.
This is not an advertisement or solicitation from a lawyer. You are not being sued.

- A settlement has been reached in a lawsuit pending in the United States District Court for the District of Arizona (the "Court") against Defendants Economy Preferred Insurance Company ("Economy Preferred"), Farmers Casualty Insurance Company f/k/a Metropolitan Casualty Insurance Company ("Farmers"), Economy Premier Assurance Company ("Economy Premier"), and Farmers Group Property and Casualty Insurance Company f/k/a Metropolitan Group Property and Casualty Insurance Company ("Farmers Group") (collectively "Defendants" or the "Farmers Defendants"). Plaintiffs' legal claims in the consolidated lawsuit arise out of how the Farmers Defendants paid underinsured (UIM) or uninsured (UM) motorist claims.
- Arizona law dictates that multi-vehicle insurance policies that provide UM or UIM coverage provide separate coverage for each vehicle and, unless an insurance company complies with the statutory requirements to limit an insured's coverage to a single vehicle, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle.
- Plaintiffs allege Defendants failed to provide the required policy language and notice under Arizona law, and, as a result, did not pay up to the uninsured and underinsured policy limits for each additional vehicle covered by the policy. Defendants deny any wrongdoing. The Court has not decided who is right.
- Your legal rights are affected whether you act or don't act. These rights and options — **and the deadlines to exercise them** — are explained in this notice. **Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	**Stay in the Settlement. Take part in the monetary distribution.** If you are a Class Member and you do nothing regarding the Settlement, you will remain part of the Class and you will receive a payment from the Settlement if the Court approves the Settlement. The Settlement will resolve your legal claims against the Farmers Defendants, and you will give up your rights to sue the Farmers Defendants about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.
ASK TO BE EXCLUDED BY May 6, 2025 **RETAIN YOUR RIGHT TO SUE AND RECEIVE NO SHARE OF THE SETTLEMENT**	**Get out of this Settlement. Get no benefits from it.** You may request to be excluded from the Settlement. To do this, you must submit a timely and valid request for exclusion to remove yourself from the Settlement. If you ask to be excluded, you will not receive any money from the Settlement, but you will keep any right to sue the Farmers Defendants separately about the legal claims in this lawsuit. This is the only option that allows you to retain your right to sue the Farmers Defendants for legal claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.
OBJECT BEFORE May 6, 2025	If you are a Class Member and choose not to exclude yourself, you may write to the Court about why you don't like the Settlement with the Farmers Defendants. Objections must be received by May 6, 2025.
ATTEND THE FAIRNESS HEARING	You may request to speak in Court about the fairness of the Settlement. The fairness hearing is currently scheduled for June 3, 2025. This date may be modified by the Court without further notice. Please check the Court's docket or the settlement website at www.AZUMInsuranceclaims3.com for updates. To speak at the fairness hearing, you must submit a Notice of Intent to Appear by May 20, 2025.

Basic Information About the Lawsuit

1. What is the lawsuit about?

This case involves four separate lawsuits consolidated into one lawsuit. The name of the consolidated lawsuit is *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, and it is pending in the United States District Court for the District of Arizona (CV-22-02023-PHX-MTL). Plaintiffs' legal claims arise out of how the Farmers Defendants paid their insureds for uninsured and underinsured ("UM/UIM") motorist claims.

Arizona law requires an insurer to (1) include policy language that disavows the possibility of stacking and (2) provide timely written notice to its insureds that they have the right to select one policy or coverage when they are making a UM/UIM claim. If the insurer does not include the required policy language and provide the required notice, insureds making a UM/UIM claim are entitled to recover up to the policy limits for each vehicle insured, that is, "stack" their insurance coverage. Plaintiffs allege the Farmers Defendants failed to include the required policy language and provide the required notice to Class Members and was therefore required to stack their insureds' UM/UIM coverage. Plaintiffs assert legal claims against the Farmers Defendants for breach of contract and breach of the covenant of good faith and fair dealing.

You can read copies of the Complaints in each of the individual lawsuits at www.AZUMInsuranceclaims3.com.

2. What is the Farmers Defendants' response?

The Farmers Defendants deny that they did anything wrong. The Court has not found the Farmers Defendants did anything wrong.

You can request a copy of the Farmers Defendants' Answers to the Complaints at www.AZUMInsuranceclaims3.com.

3. What is a class action?

In a class action lawsuit, one or more people called the "plaintiff" or "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." The court appoints plaintiffs to serve as "class representatives." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Section 12 below.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Farmers Defendants. Plaintiffs believe that, had the Court made a decision, they may have won at trial and possibly obtained a greater recovery. The Farmers Defendants believe that, had the Court made a decision, Plaintiffs would not have won at a trial and that Plaintiffs would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiffs and the Farmers Defendants have agreed to the Settlement. The Settlement requires the Farmers Defendants to pay money (as set forth in the Settlement Agreement). Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

You may read the full Settlement Agreement at www.AZUMInsuranceclaims3.com.

Who Is in the Class?

5. Am I part of the Class?

The Court has decided, unless you submit a valid and timely request to be excluded, you are a Member of the Class based on the Farmers Defendants' records. The "Settlement Class" includes all persons identified in Exhibit A to the Settlement Agreement and who do not timely elect to be excluded from the Settlement Class, which roughly includes all persons (a) insured under a policy issued by one of the Farmers Defendants in Arizona that contained the UM Endorsement or UIM Endorsement and provided UM Coverage or UIM Coverage for more than one motor vehicle; (b) who made a claim for UM Coverage or UIM Coverage; and (c) who (i) received a claim payment equal to the limit of liability for the UM or UIM benefits for one vehicle, or (ii) who were one of multiple claimants in a claim related to a single incident, where the aggregate total paid on the claim was equal to the per incident limit of liability for the UM Coverage or UIM Coverage for one vehicle.

6. I'm still not sure if I'm included. What do I do?

If you are still not sure whether you are included in the Settlement, you can get free help by calling or writing to the lawyers in this case at the phone number or address listed in Section 16 below.

The Benefits of the Settlement Agreement with Defendant

7. What does the Settlement provide?

If the Settlement is approved, the Farmers Defendants will pay $11,600,000.00, minus any reductions made if anyone excludes themselves from the Class (see Section 12 below) (the "Settlement Fund"). This Settlement will resolve all Class Members' legal claims against the Farmers Defendants for the Released Claims (as defined in the Settlement Agreement).

8. What is the Settlement Fund being used for?

No money will be distributed until the Court grants final approval of the Settlement Agreement. A portion of the Settlement Fund will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorneys' fees and litigation expenses to Class Counsel, as well as award a service award to the four Class Representatives. For additional details see Sections 17–18 below.

The portion of the Settlement Fund that remains after payment of the Settlement Administrator's notice and administration costs, Court-ordered attorneys' fees and litigation costs will be distributed to the Class. The portion of the Settlement Fund that remains after payment of the administration expenses and Court-ordered attorneys' fees, litigation expenses, and service award will be distributed to Class Members in accordance with the Court approved allocation (see Sections 9 and 10 below).

How Do You Get a Payment

9. How do I get a payment from the Settlement?

If you are a Class Member and you stay in the Class, a payment will be sent to you automatically once the Settlement is approved. You do not need to do anything to receive a payment.

10. How much will my payment be?

After the administration expenses and Court-ordered attorneys' fees and litigation expenses are deducted from the Settlement Fund, the remaining funds, will be allocated to the Class Members in proportion to each Class Member's available UM/UIM coverage and their individual damages (the "Claim Value"). Your estimated Claim Value is **between <<$XXXX>> and <<$XXXX>>**, which is estimated assuming certain costs and fees are awarded by the Court. Your final payment may be reduced even further if you have any outstanding Medicare liens, which will be taken out of your recovery before final payment. Your final payment may also vary slightly depending on the amount of administration costs, as well as attorneys' fees and litigation costs approved by the Court. A final calculation cannot be made until after the final approval hearing.

If you have questions about how your portion of the Settlement Fund was allocated or the requirement to pay Medicare liens, contact Class Counsel (see Section 16 below).

Your Rights and Options

11. How do I stay in the Class?

You do not have to do anything to stay in the Class. By doing nothing, you will get a payment for your share of the Settlement as outlined above. By staying in the Class, you give up your right to separately sue the Farmers Defendants for the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

12. How do I exclude myself from the Class?

You can exclude yourself from (or "opt out" of) the Class by sending a letter by mail to the Settlement Administrator. The exclusion letter must include:

a) Your full name, address, and email;

b) The name of this case: *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL; and

c) A clear statement that you want to be excluded from the Class.

You must sign and date your exclusion letter, and it must be **received** by **May 6, 2025**. Mail your exclusion letter to:

Jesus Caballero v. Economy Preferred Insurance Company
Exclusion Request
PO Box 2777
Portland, OR 97208-2777

13. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won't get any money from the Settlement Fund. You will not be bound by the Settlement Agreement or the judgment the Court makes in this lawsuit. By excluding yourself, you will retain any right you may have to sue the Farmers Defendants about the legal claims alleged in this lawsuit at your own expense.

Objecting to the Settlement

14. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can object to the Settlement—ask the Court to deny approval of the Settlement Agreement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the Settlement must be made in writing and must include the following information:

a) Your full name, address, telephone number, and email address and, if represented by an attorney, your attorney's full name, address, telephone number, and email address;

b) The name and number of the case: *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL;

c) Whether the objection applies only to you (the "Objector"), to a specific subset of the Settlement Class, or to the entire Settlement Class; and

d) The specific grounds for each objection you are asserting, including a description of the legal authorities and factual basis that support the objection.

If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you choose to appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) be submitted to the Court by mailing them to the Clerk of the Court, United States District Court for the District of Arizona, with a copy mailed to Class Counsel at the addresses listed below, by filing them in person at any location of the United States District Court for the District of Arizona, or by filing them through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/, and (b) be filed or received on or **before May 6, 2025**, no later than 11:59 p.m. Arizona Time.

Court:	**Class Counsel:**
Clerk of the Court United States District Court for the District of Arizona 401 W. Washington Street Phoenix, AZ 85003	Robert B. Carey Hagens Berman Sobol Shapiro LLP 11 W. Jefferson Street, Suite 1000 Phoenix, AZ 85003

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you cannot object to the Settlement because the Settlement no longer affects you.

The Lawyers Representing You

16. As a Class Member, who represents me in this case?

The Court has appointed Plaintiffs Jesus Caballero, Charles Creasman, Richard Luna, and Brynley Wilhelm as the Class Representatives and the following lawyer and law firm as "Class Counsel" to represent you and other Class Members:

Robert B. Carey
Hagens Berman Sobol Shapiro LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

You may contact Class Counsel by writing to the address above, sending an email to stacking@hbsslaw.com, or calling (602) 840-5900.

17. How will the lawyers be compensated?

At the Final Fairness Hearing, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the Settlement Fund, and may ask to be reimbursed for up to $200,000.00 in current and ongoing litigation expenses. Any payment to Class Counsel will be subject to Court approval, and the Court may award less than the requested amount. Class Counsel will file that request at least thirty days before the objection deadline. A copy of the motion will be posted on the settlement website at www.AZUMInsuranceclaims3.com. You will have an opportunity to comment on this request if you would like.

18. Will the Class Representatives receive any money?

At the Final Fairness Hearing, Class Counsel will ask the Court to award service awards for the four Plaintiffs serving as the Class Representatives. That service award will not exceed $7,500 for each Class Representative, or a total of $30,000.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

The Court's Fairness Hearing

20. When and where will the Court decide on whether to approve the Settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to. The Court will hold the hearing on June 3, 2025, at 4:00 p.m., at the United States District Court for the District of Arizona, Courtroom 524, 401 W. Washington Street, Phoenix, AZ 85003 (or on another date, which may be posted on the Court's public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Section 22, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class.

21. Do I have to attend the Final Fairness Hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to Court to talk about it. As long as the Court receives your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

22. May I speak at the Final Fairness Hearing?

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL." Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than May 20, 2025, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is: 401 W. Washington Street, Phoenix, AZ 85003. The address for Class Counsel is provided in Section 16 and at www.AZUMInsuranceclaims3.com. You cannot ask to speak at the hearing if you excluded yourself from the Class.

Getting More Information

23. How do I get more information?

This notice summarizes the proposed Settlement. For more information, please visit the settlement website at www.AZUMInsuranceclaims3.com. For the precise terms and conditions of the settlement, please see the Settlement Agreement available on the website, by contacting Class Counsel (see Section 16), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Arizona, 401 W. Washington Street, Suite 130, Phoenix, AZ 85003, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

ATTACHMENT 3

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

REVISED NOTICE OF CLASS ACTION SETTLEMENT

If you were injured in a collision and were paid the policy limit for uninsured or underinsured motorist coverage on one vehicle, but the policy also covered one or more other vehicles, you could be included in a class action settlement.

The United States District Court for the District of Arizona ordered this notice.
This is not an advertisement or solicitation from a lawyer. You are not being sued.

- You previously received notice that a settlement has been reached in a lawsuit pending in the United States District Court for the District of Arizona (the "Court") against Defendants Economy Preferred Insurance Company ("Economy Preferred"), Farmers Casualty Insurance Company f/k/a Metropolitan Casualty Insurance Company ("Farmers"), Economy Premier Assurance Company ("Economy Premier"), and Farmers Group Property and Casualty Insurance Company f/k/a Metropolitan Group Property and Casualty Insurance Company ("Farmers Group") (collectively "Defendants" or the "Farmers Defendants"). **You are receiving this revised notice because the date of the Final Fairness Hearing has changed. No other dates or details about the settlement have changed.**
- Plaintiffs' legal claims in the consolidated lawsuit arise out of how the Farmers Defendants paid underinsured (UIM) or uninsured (UM) motorist claims. Arizona law dictates that multi-vehicle insurance policies that provide UM or UIM coverage provide separate coverage for each vehicle, and unless an insurance company complies with the statutory requirements to limit an insured's coverage to a single vehicle, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle.
- Plaintiffs allege Defendants failed to provide the required policy language and notice under Arizona law, and, as a result, did not pay up to the uninsured and underinsured policy limits for each additional vehicle covered by the policy. Defendants deny any wrongdoing. The Court has not decided who is right.
- The previous notice you received advised you of your legal rights and the consequences of whether you acted or did not act in response to that notice. **The deadlines to exclude yourself from or object to the settlement have now passed, and you no longer have the opportunity to exercise either right.** The only thing that has changed is the date of the Final Fairness Hearing.
- You may still request to speak in court about the fairness of the settlement. The Final Fairness Hearing is now scheduled for **October 14, 2025**. This date may be modified by the Court without further notice. Please check the Court's docket or the settlement website at AZUMInsuranceClaims3.com for updates. To speak at the Final Fairness Hearing, you must submit a Notice of Intent to Appear by **August 29, 2025**.

BASIC INFORMATION ABOUT THE LAWSUIT

1. What is the lawsuit about?

This case involves four separate lawsuits consolidated into one lawsuit. The name of the consolidated lawsuit is *Jesus Caballero v. Economy Preferred Insurance Company et al.*, and it is pending in the United States District Court for the District of Arizona (CV-22-02023-PHX-MTL). Plaintiffs' legal claims arise out of how the Farmers Defendants paid their insureds for uninsured and underinsured ("UM/UIM") motorist claims.

Arizona law requires an insurer to (1) include policy language that disavows the possibility of stacking and (2) provide timely written notice to its insureds that they have the right to select one policy or coverage when they are making a UM/UIM claim. If the insurer does not include the required policy language and provide the required notice, insureds making a UM/UIM claim are entitled to recover up to the policy limits for each vehicle insured, that is, "stack" their insurance coverage. Plaintiffs allege the Farmers Defendants failed to include the required policy language and provide the required notice to Class Members and were therefore required to stack their insureds' UM/UIM coverage. Plaintiffs assert legal claims against the Farmers Defendants for breach of contract and breach of the covenant of good faith and fair dealing.

You can read copies of the Complaints in each of the individual lawsuits at AZUMInsuranceClaims3.com.

2. What is the Farmers Defendants' response?

The Farmers Defendants deny that they did anything wrong. The Court has not found that the Farmers Defendants did anything wrong.

You can request a copy of the Farmers Defendants' Answers to the Complaints at AZUMInsuranceClaims3.com.

3. What is a class action?

In a class action lawsuit, one or more people called the "plaintiff" or "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." The Court appoints plaintiffs to serve as "class representatives." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Section 6 below.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or the Farmers Defendants. Plaintiffs believe that, had the Court made a decision, they may have won at trial and possibly obtained a greater recovery. The Farmers Defendants believe that, had the Court made a decision, Plaintiffs would not have won at trial and that Plaintiffs would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiffs and the Farmers Defendants have agreed to the settlement. The settlement requires the Farmers Defendants to pay money (as set forth in the Settlement Agreement). Plaintiffs and their attorneys believe the settlement is in the best interests of all Class Members.

You may read the full Settlement Agreement at AZUMInsuranceClaims3.com.

5. Why am I receiving a revised notice?

After the first notice of the settlement was sent to the Settlement Class, Class Counsel identified that twenty-one Class Members did not receive the original notice. This revised notice is being sent to inform you that the date of the Final Fairness Hearing has changed (see Section 15 below). If you have questions about why you are receiving this revised notice, contact Class Counsel (see Section 11 below).

WHO IS IN THE SETTLEMENT CLASS?

6. Am I part of the Settlement Class?

The Court has decided you are a member of the Settlement Class based on the Farmers Defendants' records, and you did not opt to exclude yourself from the Settlement Class by the deadlines set forth in the previous notice. The "Settlement Class" includes all persons identified in Exhibit A to the Settlement Agreement and who do not timely elect to be excluded from the Settlement Class, which roughly includes all persons (a) insured under a policy issued by one of the Farmers Defendants in Arizona that contained the UM Endorsement or UIM Endorsement and provided UM Coverage or UIM Coverage for more than one motor vehicle; (b) who made a claim for UM Coverage or UIM Coverage; and (c) who (i) received a claim payment equal to the limit of liability for the UM or UIM benefits for one vehicle, or (ii) who were one of multiple claimants in a claim related to a single incident, where the aggregate total paid on the claim was equal to the per-incident limit of liability for the UM Coverage or UIM Coverage for one vehicle.

THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH DEFENDANTS

7. What does the settlement provide?

If the settlement is approved after the Final Fairness Hearing, the Farmers Defendants will pay $11,600,000.00, minus any reductions made if anyone excludes themselves from the Settlement Class (the "Settlement Fund"). This settlement will resolve all Class Members' legal claims against the Farmers Defendants for the Released Claims (as defined in the Settlement Agreement).

8. What is the Settlement Fund being used for?

No money will be distributed until the Court grants final approval of the Settlement Agreement. A portion of the Settlement Fund will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorneys' fees and litigation expenses to Class Counsel, as well as award a service award to the four Class Representatives. For additional details see Sections 12 and 13 below.

The portion of the Settlement Fund that remains after payment of the Settlement Administrator's notice and administration costs and the Court-ordered attorneys' fees and litigation costs will be distributed to the Settlement Class. The portion of the Settlement Fund that remains after payment of the administration expenses and Court-ordered attorneys' fees, litigation expenses, and service award will be distributed to Class Members in accordance with the Court-approved allocation (see Sections 9 and 10 below).

HOW DO YOU GET A PAYMENT

9. How do I get a payment from the settlement?

A payment will be sent to you automatically once the settlement is approved. You do not need to do anything to receive a payment.

10. How much will my payment be?

After the administration expenses and Court-ordered attorneys' fees and litigation expenses are deducted from the Settlement Fund, the remaining funds will be allocated to Class Members in proportion to each Class Member's available UM/UIM coverage and their individual damages (the "Claim Value"). Your estimated Claim Value is **between** <<**$XXXX**>> **and** <<**$XXXX**>>, which is estimated assuming certain costs and fees are awarded by the Court. Your final payment may be reduced even further if you have any outstanding Medicare liens, which will be taken out of your recovery before final payment. Your final payment may also vary slightly depending on the amount of administration costs, as well as attorneys' fees and litigation costs approved by the Court. A final calculation cannot be made until after the Final Fairness Hearing.

If you have questions about how your portion of the Settlement Fund was allocated or the requirement to pay Medicare liens, contact Class Counsel (see Section 11 below).

THE LAWYERS REPRESENTING YOU

11. As a Class Member, who represents me in this case?

The Court has appointed Plaintiffs Jesus Caballero, Charles Creasman, Richard Luna, and Brynley Wilhelm as the Class Representatives and the following lawyer and law firm as "Class Counsel" to represent you and other Class Members:

Robert B. Carey
Hagens Berman Sobol Shapiro LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

You may contact Class Counsel by writing to the address above, sending an email to stacking@hbsslaw.com, or calling (602) 840-5900.

12. How will the lawyers be compensated?

At the Final Fairness Hearing, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the Settlement Fund, and may ask to be reimbursed for up to $200,000.00 in current and ongoing litigation expenses. Any payment to Class Counsel will be subject to Court approval, and the Court may award less than the requested amount. Class Counsel will file that request at least thirty days before the objection deadline. A copy of the motion will be posted on the settlement website at AZUMInsuranceClaims3.com. You will have an opportunity to comment on this request if you would like.

13. Will the Class Representatives receive any money?

At the Final Fairness Hearing, Class Counsel will ask the Court to award service awards for the four Plaintiffs serving as the Class Representatives. That service award will not exceed $7,500.00 for each Class Representative, or a total of $30,000.00.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE COURT'S FINAL FAIRNESS HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The Court will hold the hearing on **October 14, 2025**, at 10:00 a.m., at the United States District Court for the District of Arizona, Courtroom 524, 401 W. Washington Street, Phoenix, AZ 85003 (or on another date, which may be posted on the Court's public website). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Section 17, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The Court may also move the Final Fairness Hearing to a later date without providing additional notice to the Settlement Class.

16. Do I have to attend the Final Fairness Hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to Court to talk about it. As long as the Court receives your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

17. May I speak at the Final Fairness Hearing?

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jesus Caballero v. Economy Preferred Insurance Company et al.*, Case No. CV-22-02023-PHX-MTL." Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than **August 29, 2025**, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is 401 W. Washington Street, Phoenix, AZ 85003. The address for Class Counsel is provided in Section 11 and at AZUMInsuranceClaims3.com. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed settlement. For more information, please visit the settlement website at AZUMInsuranceClaims3.com. For the precise terms and conditions of the settlement, please see the Settlement Agreement available on the website, by contacting Class Counsel (see Section 11), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at pacer.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Arizona, 401 W. Washington Street, Suite 130, Phoenix, AZ 85003, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

ATTACHMENT 4

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

NOTICE OF CLASS ACTION SETTLEMENT

If you were injured in a collision and were paid the policy limit for uninsured or underinsured motorist coverage on one vehicle, but the policy also covered one or more other vehicles, you could be included in a class action settlement.

The United States District Court for the District of Arizona ordered this notice.
This is not an advertisement or solicitation from a lawyer. You are not being sued.

- A settlement has been reached in a lawsuit pending in the United States District Court for the District of Arizona (the "Court") against Defendants Economy Preferred Insurance Company ("Economy Preferred"), Farmers Casualty Insurance Company f/k/a Metropolitan Casualty Insurance Company ("Farmers"), Economy Premier Assurance Company ("Economy Premier"), and Farmers Group Property and Casualty Insurance Company f/k/a Metropolitan Group Property and Casualty Insurance Company ("Farmers Group") (collectively "Defendants" or the "Farmers Defendants"). Plaintiffs' legal claims in the consolidated lawsuit arise out of how the Farmers Defendants paid underinsured (UIM) or uninsured (UM) motorist claims.
- Arizona law dictates that multi-vehicle insurance policies that provide UM or UIM coverage provide separate coverage for each vehicle and, unless an insurance company complies with the statutory requirements to limit an insured's coverage to a single vehicle, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle.
- Plaintiffs allege Defendants failed to provide the required policy language and notice under Arizona law, and, as a result, did not pay up to the uninsured and underinsured policy limits for each additional vehicle covered by the policy. Defendants deny any wrongdoing. The Court has not decided who is right.
- Your legal rights are affected whether you act or don't act. These rights and options — **and the deadlines to exercise them** — are explained in this notice. **Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	**Stay in the Settlement. Take part in the monetary distribution.** If you are a Class Member and you do nothing regarding the Settlement, you will remain part of the Class and you will receive a payment from the Settlement if the Court approves the Settlement. The Settlement will resolve your legal claims against the Farmers Defendants, and you will give up your rights to sue the Farmers Defendants about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.
ASK TO BE EXCLUDED BY August 29, 2025 **RETAIN YOUR RIGHT TO SUE AND RECEIVE NO SHARE OF THE SETTLEMENT**	**Get out of this Settlement. Get no benefits from it.** You may request to be excluded from the Settlement. To do this, you must submit a timely and valid request for exclusion to remove yourself from the Settlement. If you ask to be excluded, you will not receive any money from the Settlement, but you will keep any right to sue the Farmers Defendants separately about the legal claims in this lawsuit. This is the only option that allows you to retain your right to sue the Farmers Defendants for legal claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.
OBJECT BEFORE August 29, 2025	If you are a Class Member and choose not to exclude yourself, you may write to the Court about why you don't like the Settlement with the Farmers Defendants. Objections must be received by August 29, 2025.
ATTEND THE FINAL FAIRNESS HEARING	You may request to speak in Court about the fairness of the Settlement. The Final Fairness Hearing is currently scheduled for October 14, 2025. This date may be modified by the Court without further notice. Please check the Court's docket or the settlement website at www.AZUMInsuranceclaims3.com for updates. To speak at the Final Fairness Hearing, you must submit a Notice of Intent to Appear by August 29, 2025.

Basic Information About the Lawsuit

1. What is the lawsuit about?

This case involves four separate lawsuits consolidated into one lawsuit. The name of the consolidated lawsuit is *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, and it is pending in the United States District Court for the District of Arizona (CV-22-02023-PHX-MTL). Plaintiffs' legal claims arise out of how the Farmers Defendants paid their insureds for uninsured and underinsured ("UM/UIM") motorist claims.

Arizona law requires an insurer to (1) include policy language that disavows the possibility of stacking and (2) provide timely written notice to its insureds that they have the right to select one policy or coverage when they are making a UM/UIM claim. If the insurer does not include the required policy language and provide the required notice, insureds making a UM/UIM claim are entitled to recover up to the policy limits for each vehicle insured, that is, "stack" their insurance coverage. Plaintiffs allege the Farmers Defendants failed to include the required policy language and provide the required notice to Class Members and was therefore required to stack their insureds' UM/UIM coverage. Plaintiffs assert legal claims against the Farmers Defendants for breach of contract and breach of the covenant of good faith and fair dealing.

You can read copies of the Complaints in each of the individual lawsuits at www.AZUMInsuranceclaims3.com.

2. What is the Farmers Defendants' response?

The Farmers Defendants deny that they did anything wrong. The Court has not found the Farmers Defendants did anything wrong.

You can request a copy of the Farmers Defendants' Answers to the Complaints at www.AZUMInsuranceclaims3.com.

3. What is a class action?

In a class action lawsuit, one or more people called the "plaintiff" or "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." The court appoints plaintiffs to serve as "class representatives." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Section 12 below.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Farmers Defendants. Plaintiffs believe that, had the Court made a decision, they may have won at trial and possibly obtained a greater recovery. The Farmers Defendants believe that, had the Court made a decision, Plaintiffs would not have won at a trial and that Plaintiffs would have recovered nothing against them. Litigation involves risks to both sides, and Plaintiffs and the Farmers Defendants have agreed to the Settlement. The Settlement requires the Farmers Defendants to pay money (as set forth in the Settlement Agreement). Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

You may read the full Settlement Agreement at www.AZUMInsuranceclaims3.com.

Who Is in the Class?

5. Am I part of the Class?

The Court has decided, unless you submit a valid and timely request to be excluded, you are a Member of the Class based on the Farmers Defendants' records. The "Settlement Class" includes all persons identified in Exhibit A to the Settlement Agreement and who do not timely elect to be excluded from the Settlement Class, which roughly includes all persons (a) insured under a policy issued by one of the Farmers Defendants in Arizona that contained the UM Endorsement or UIM Endorsement and provided UM Coverage or UIM Coverage for more than one motor vehicle; (b) who made a claim for UM Coverage or UIM Coverage; and (c) who (i) received a claim payment equal to the limit of liability for the UM or UIM benefits for one vehicle, or (ii) who were one of multiple claimants in a claim related to a single incident, where the aggregate total paid on the claim was equal to the per incident limit of liability for the UM Coverage or UIM Coverage for one vehicle.

6. I'm still not sure if I'm included. What do I do?

If you are still not sure whether you are included in the Settlement, you can get free help by calling or writing to the lawyers in this case at the phone number or address listed in Section 16 below.

The Benefits of the Settlement Agreement with Defendant

7. What does the Settlement provide?

If the Settlement is approved, the Farmers Defendants will pay $11,600,000.00, minus any reductions made if anyone excludes themselves from the Class (see Section 12 below) (the "Settlement Fund"). This Settlement will resolve all Class Members' legal claims against the Farmers Defendants for the Released Claims (as defined in the Settlement Agreement).

8. What is the Settlement Fund being used for?

No money will be distributed until the Court grants final approval of the Settlement Agreement. A portion of the Settlement Fund will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorneys' fees and litigation expenses to Class Counsel, as well as award a service award to the four Class Representatives. For additional details see Sections 17–18 below.

The portion of the Settlement Fund that remains after payment of the Settlement Administrator's notice and administration costs, Court-ordered attorneys' fees and litigation costs will be distributed to the Class. The portion of the Settlement Fund that remains after payment of the administration expenses and Court-ordered attorneys' fees, litigation expenses, and service award will be distributed to Class Members in accordance with the Court approved allocation (see Sections 9 and 10 below).

How Do You Get a Payment

9. How do I get a payment from the Settlement?

If you are a Class Member and you stay in the Class, a payment will be sent to you automatically once the Settlement is approved. You do not need to do anything to receive a payment.

10. How much will my payment be?

After the administration expenses and Court-ordered attorneys' fees and litigation expenses are deducted from the Settlement Fund, the remaining funds, will be allocated to the Class Members in proportion to each Class Member's available UM/UIM coverage and their individual damages (the "Claim Value"). Your estimated Claim Value is **between <<$XXXX>> and <<$XXXX>>**, which is estimated assuming certain costs and fees are awarded by the Court. Your final payment may be reduced even further if you have any outstanding Medicare liens, which will be taken out of your recovery before final payment. Your final payment may also vary slightly depending on the amount of administration costs, as well as attorneys' fees and litigation costs approved by the Court. A final calculation cannot be made until after the final approval hearing.

If you have questions about how your portion of the Settlement Fund was allocated or the requirement to pay Medicare liens, contact Class Counsel (see Section 16 below).

Your Rights and Options

11. How do I stay in the Class?

You do not have to do anything to stay in the Class. By doing nothing, you will get a payment for your share of the Settlement as outlined above. By staying in the Class, you give up your right to separately sue the Farmers Defendants for the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

12. How do I exclude myself from the Class?

You can exclude yourself from (or "opt out" of) the Class by sending a letter by mail to the Settlement Administrator. The exclusion letter must include:

a) Your full name, address, and email;

b) The name of this case: *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL; and

c) A clear statement that you want to be excluded from the Class.

You must sign and date your exclusion letter, and it must be **received** by **August 29, 2025**. Mail your exclusion letter to:

Jesus Caballero v. Economy Preferred Insurance Company
Exclusion Request
PO Box 2777
Portland, OR 97208-2777

13. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won't get any money from the Settlement Fund. You will not be bound by the Settlement Agreement or the judgment the Court makes in this lawsuit. By excluding yourself, you will retain any right you may have to sue the Farmers Defendants about the legal claims alleged in this lawsuit at your own expense.

Objecting to the Settlement

14. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can object to the Settlement—ask the Court to deny approval of the Settlement Agreement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the Settlement must be made in writing and must include the following information:

a) Your full name, address, telephone number, and email address and, if represented by an attorney, your attorney's full name, address, telephone number, and email address;

b) The name and number of the case: *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL;

c) Whether the objection applies only to you (the "Objector"), to a specific subset of the Settlement Class, or to the entire Settlement Class; and

d) The specific grounds for each objection you are asserting, including a description of the legal authorities and factual basis that support the objection.

If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you choose to appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) be submitted to the Court by mailing them to the Clerk of the Court, United States District Court for the District of Arizona, with a copy mailed to Class Counsel at the addresses listed below, by filing them in person at any location of the United States District Court for the District of Arizona, or by filing them through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/, and (b) be filed or received on or **before August 29, 2025**, no later than 11:59 p.m. Arizona Time.

Court:

Clerk of the Court
United States District Court
for the District of Arizona
401 W. Washington Street
Phoenix, AZ 85003

Class Counsel:

Robert B. Carey
Hagens Berman Sobol Shapiro LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you cannot object to the Settlement because the Settlement no longer affects you.

The Lawyers Representing You

16. As a Class Member, who represents me in this case?

The Court has appointed Plaintiffs Jesus Caballero, Charles Creasman, Richard Luna, and Brynley Wilhelm as the Class Representatives and the following lawyer and law firm as "Class Counsel" to represent you and other Class Members:

Robert B. Carey
Hagens Berman Sobol Shapiro LLP
11 W. Jefferson Street, Suite 1000
Phoenix, AZ 85003

You may contact Class Counsel by writing to the address above, sending an email to stacking@hbsslaw.com, or calling (602) 840-5900.

17. How will the lawyers be compensated?

At the Final Fairness Hearing, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the Settlement Fund, and may ask to be reimbursed for up to $200,000.00 in current and ongoing litigation expenses. Any payment to Class Counsel will be subject to Court approval, and the Court may award less than the requested amount. Class Counsel will file that request at least thirty days before the objection deadline. A copy of the motion will be posted on the settlement website at www.AZUMInsuranceclaims3.com. You will have an opportunity to comment on this request if you would like.

18. Will the Class Representatives receive any money?

At the Final Fairness Hearing, Class Counsel will ask the Court to award service awards for the four Plaintiffs serving as the Class Representatives. That service award will not exceed $7,500 for each Class Representative, or a total of $30,000.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

The Court's Final Fairness Hearing

20. When and where will the Court decide on whether to approve the Settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to. The Court will hold the hearing on October 14, 2025, at 10:00 a.m., at the United States

District Court for the District of Arizona, Courtroom 524, 401 W. Washington Street, Phoenix, AZ 85003 (or on another date, which may be posted on the Court's public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Section 22, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court may also move the Final Fairness Hearing to a later date without providing additional notice to the Class.

21. Do I have to attend the Final Fairness Hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to Court to talk about it. As long as the Court receives your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. You or your own lawyer are welcome to come at your own expense.

22. May I speak at the Final Fairness Hearing?

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jesus Caballero v. Economy Preferred Insurance Company, et al.*, Case No. CV-22-02023-PHX-MTL." Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than August 29, 2025, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is: 401 W. Washington Street, Phoenix, AZ 85003. The address for Class Counsel is provided in Section 16 and at www.AZUMInsuranceclaims3.com. You cannot ask to speak at the hearing if you excluded yourself from the Class.

Getting More Information

23. How do I get more information?

This notice summarizes the proposed Settlement. For more information, please visit the settlement website at www.AZUMInsuranceclaims3.com. For the precise terms and conditions of the settlement, please see the Settlement Agreement available on the website, by contacting Class Counsel (see Section 16), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Arizona, 401 W. Washington Street, Suite 130, Phoenix, AZ 85003, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Jesus Caballero, Plaintiff, v. Economy Preferred Insurance Company, et al., Defendants.	Nos. CV-22-02023-PHX-MTL CV-22-01820-PHX-MTL CV-24-01267-PHX-MTL CV-24-01270-PHX-MTL [Consolidated] **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF FEES AND COSTS** (Honorable Michael T. Liburdi)

This matter comes before the Court to determine whether to approve Plaintiffs' settlement with Defendants Economy Preferred Insurance Company, et al., and Plaintiffs' Plan of Allocation. The Court, having reviewed Plaintiffs' Motion for Final Approval of Settlement ("Motion"), Plaintiffs' Motion for Attorneys' Fees, Expenses and Service Awards, the Settlement Agreement, the pleadings, and other papers on file in this action, and the statements of counsel and the parties, including at the Fairness Hearing, hereby finds that the Settlement and Plan of Allocation should be approved. Accordingly, the Court enters this Order of Final Approval.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, and all actions within this litigation (collectively, the "Action") and over the parties to the Settlement Agreement, including all members of the Settlement Class and Defendants.

2. For purposes of this Order, except as otherwise set forth herein, the Court incorporates the definitions contained in the Settlement Agreement. Settlement Agreement, ECF No. 108-1. The Court hereby finally approves and confirms the settlement set forth in the Settlement Agreement, and finds that said settlement is fair, reasonable, and adequate to the Settlement Class under Rule 23 of the Federal Rules of Civil Procedure.

3. The following "Settlement Class" was previously certified pursuant to Rule 23 of the Federal Rules of Civil Procedure:

> All persons (a) insured under a policy issued by Defendants in Arizona that contained the UM Endorsement or UIM Endorsement and provided UM Coverage or UIM Coverage for more than one motor vehicle; (b) who made a claim for UM Coverage or UIM Coverage during the Class Period; and (c) who (i) received a claim payment equal to the limit of liability for the UM or UIM benefits for one vehicle, or (ii) who were one of multiple claimants in a claim related to a single incident, where the aggregate total paid on the claim was equal to the per incident limit of liability for the UM Coverage or UIM Coverage for one vehicle.

4. The Class period means September 21, 2016, through December 3, 2024.

5. Pursuant to Federal Rule of Civil Procedure 23(g), the Court previously appointed Hagens Berman Sobol Shapiro, LLP as Class Counsel, and the named Plaintiffs, Jesus Caballero, Charles Creasman, Brynley Wilhelm, and Richard Luna, as the Class Representatives on behalf of the Settlement Class.

6. Plaintiffs' notice of the Class Settlement to the Settlement Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Settlement Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

7. As of May 6, 2025, the deadline to request exclusion for 145 Class Members, no Class Member had requested exclusion from the Settlement Class.

8. As of August 25, 2025, the deadline to request exclusion for the 21 remaining Class Members, no Class Member had requested exclusion from the Settlement Class.

9. No objections were filed regarding the Class Settlement.

10. The Court finds that Plaintiffs' proposed Plan of Distribution, proposing to pay Settlement Class members as set forth in Plaintiffs' Preliminary Approval Motion, ECF No. 108 at 16–17, is fair, reasonable, and adequate. *Noll v. eBay, Inc.*, 309 F.R.D. 593, 601, 607 (N.D. Cal. 2015). The Plan of Distribution does not unfairly favor any Class member, or group of Class members, to the detriment of others.

11. The Court awards to Class Counsel Attorneys' Fees in the amount of $3,480,000.00.

12. The Court awards costs to Class Counsel in the amount of $88,496.38.

13. The Court approves the payment of all of the settlement administrator's reasonable and necessary administrative costs.

14. The Court awards to Class Representatives:

a. An incentive award to Jesus Caballero in the amount of $7,500;

b. An incentive award to Charles Creasman in the amount of $7,500;

c. An incentive award to Richard Luna in the amount of $7,500; and

d. An incentive award to Brynley Wilhelm in the amount of $7,500.

15. The Court orders Plaintiffs, through their Settlement Administrator, to make all final disbursements to the Class no later than thirty days after the resolution of all Medicare liens.

16. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over:

a. implementation of this settlement and any distribution to members of the Class pursuant to further orders of this Court;

b. disposition of the Settlement Fund;

c. the Action until Final Judgment contemplated hereby has become effective, and each and every act agreed to be performed by the parties all have been performed pursuant to the Settlement Agreement;

d. hearing and ruling on any matters relating to the plan of distribution of settlement proceeds; and

e. all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreement and the mutual releases and other documents contemplated by or executed in connection with the Settlement Agreement.

17. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that Final Judgment of Dismissal with prejudice as to the Defendants ("Judgment") should be entered forthwith and further finds that there is no just reason for delay in the entry of the Judgment, as Final Judgment, in accordance with the Settlement Agreement.