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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 Charles Miller,

10 Plaintiff,

11 v.

12 Trumbull Insurance Company,

13 Defendant.  
14

No. CV-22-01545-PHX-JJT

**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

15 This matter comes before the Court to determine whether to approve Plaintiff  
16 Charles Miller's Settlement with Defendants Trumbull Insurance Company, Hartford  
17 Insurance Company of the Southeast, Twin City Fire Insurance Company, Hartford  
18 Underwriters Insurance Company, and Hartford Insurance Company of the Midwest  
19 ("Defendants"). The Court, having reviewed Plaintiff's Motion for Final Approval of  
20 Settlement ("Motion"), Plaintiff's Motion for Attorneys' Fees, Costs, and Class  
21 Representative Incentive Award, the Settlement Agreement, the pleadings and other  
22 papers on file in this action, and the statements of counsel and the Parties, including at the  
23 Fairness Hearing, hereby finds that the Settlement should be approved. Accordingly,

24 **IT IS HEREBY ORDERED** granting Plaintiff's Motion for Final Approval of  
25 Class Action Settlement (Doc. 70).  
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**IT IS FURTHER ORDERED THAT:**

1. The Court has jurisdiction over the subject matter of this litigation (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. Dkt 51-1. 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(e)(2) of the Federal Rules of Civil Procedure.

3. The Court, for settlement purposes only, finds that all requirements under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been met and certifies the following “Settlement Class”:

All persons insured under one of Defendants’ personal lines automobile policies issued in Arizona that provided uninsured (“UM”) or underinsured (“UIM”) motorist coverage for more than one motor vehicle, and who received a claim payment equal to the limit of liability for the UM or UIM benefits for only one person/one vehicle (or whose payment was based on the limit of liability for UM or UIM coverage for only one vehicle where the full per accident single vehicle limit was paid to multiple individuals) and who were not notified of their right to select which vehicle’s coverage was applicable during the Class Period, as reflected in the as reflected in the agreed-upon list transmitted by Defendants’ counsel to Plaintiff’s counsel on May 29, 2024, which list officially identifies the members of the Settlement Class generally described herein. A list of the unique claim numbers for each Class Member shall be filed as an Exhibit to the Motion for Final Approval.

4. The Court appoints Robert B. Carey of Hagens Berman Sobol Shapiro, LLP as Class Counsel under Federal Rule of Civil Procedure Rule 23(g).

5. The Court appoints Charles Miller as the Class Representative of the Settlement Class under Federal Rule of Civil Procedure 23.

1           6.     The Court finds that the Notice provided to the Settlement Class, via direct  
2 mail, as well as by email (where emails were available), was the best notice practicable  
3 under the circumstances. The notice satisfied due process and provided adequate  
4 information to the Settlement Class of all matters relating to the Settlement, and fully  
5 satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

6           7.     Due and adequate notice having been given to the Settlement Class, all  
7 members of the Settlement Class are hereby bound by the terms of the Settlement  
8 Agreement including but not limited to the release contained therein and the obligation to  
9 cooperate with Class Counsel in the identification and resolution of any valid and  
10 enforceable Medicare and/or Medicaid liens that may exist in accordance with the  
11 Settlement Agreement.

12           8.     The Court finds that proper notifications to state and Federal officials were  
13 made in accordance with 28 U.S.C. § 1715 of the Class Action Fairness Act (“CAFA”).  
14 The Court has reviewed the notice provided and finds that it fully complied with the  
15 applicable requirements.

16           9.     Based on the information presented, the Court concludes that this  
17 Settlement was not the product of any collusion between Plaintiff and Defendants or their  
18 counsel, but was instead the product of extensive arms-length negotiations facilitated by  
19 an experienced mediator.

20           10.    No members of the Settlement Class requested exclusion.

21           11.    No valid objections were filed regarding the Settlement.

22           12.    The Court finds that the plan of distribution is fair and reasonable and does  
23 not unfairly favor any Settlement Class member, or group of Settlement Class members,  
24 to the detriment of others.

25           13.    The Court awards to Class Counsel:

26               a.    Costs in the amount of \$54,981.22; and

27               b.    Attorneys’ Fees in the amount of \$4,182,000.00.

1           14. The Court awards to Class Representative:

2               a. An incentive award to Charles Miller in the amount of \$7,500.

3           15. The Court approves the payment of all the Settlement Administrator's  
4 reasonable and necessary administrative costs.

5           16. The Court orders Plaintiff, through the Settlement Administrator, to make all final  
6 disbursements to the Class no later than thirty days after the resolution of all applicable Medicare  
7 or Medicaid liens.

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

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

12               b. disposition of the Settlement Fund;

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

16               d. hearing and ruling on any matters relating to the administration of  
17 the Settlement Fund; and

18               e. all parties to the Action and Releasors, for the purpose of enforcing  
19 and administering the Settlement Agreement.  
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21           18. Pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, the  
22 Court dismisses all claims of the Settlement Class Members with prejudice as to the  
23 Defendants and enters final judgment ("Judgment").

24           19. Upon the Settlement Agreement's Effective Date, the Settlement Class  
25 Members fully, finally and completely, release their claims as set forth below:

26               a. "Releasees" means Defendants, their past, present and future directors,  
27 officers, employees, agents, insurers, reinsurers, shareholders, attorneys,  
28 advisers, consultants, representatives, partners, affiliates, parents,  
subsidiaries, joint venturers, independent contractors, wholesalers,

resellers, distributors, retailers, related companies, and divisions, and their predecessors, successors, heirs, and assigns.

- b. “Releasors” means the Class Representative and Settlement Class Members, and their respective past, present and future agents, predecessors, successors, heirs, executors, administrators, representatives and assigns.
- c. Releasors release and forever discharge Releasees from all claims, past, present, or future, brought in the Action, or that could have been brought against the Defendants based on the facts and allegations in the Action (“Released Claims”) as of the Effective Date, including but not limited to claims for breach of contract, negligence, bad faith, declaratory relief, and violation of any consumer protection statute. Each Party to the Agreement and each Party’s successors, assigns, and representatives shall be bound by this Agreement, and it shall inure to their benefit.

20. With the exception of this Action, Settlement Class Members, and any individual acting or purporting to act on behalf of any Settlement Class Members, are barred and enjoined from filing, commencing, prosecuting, pursuing, maintaining, or enforcing any claim relating to the Released Claims in any forum including in any litigation, arbitral or administrative proceeding against the Releasees.

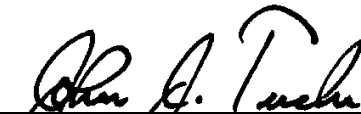
21. This Order, the Settlement, and any and all negotiations, statements, documents, actions taken to effectuate the Settlement, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission

1 of any of the Released Parties, in the Action or in any proceeding in any court,  
2 administrative agency, or other tribunal.

3 22. If for any reason the Settlement Agreement's Effective Date is not reached,  
4 this Order shall be vacated *ab initio* and the Parties shall be restored without prejudice to  
5 their respective litigation positions before the date of this Final Approval Order and  
6 Preliminary Approval Order. Neither this Order, the Preliminary Approval Order, the  
7 Agreement, nor any pleading or other paper related in any way to the Agreement, nor any  
8 act or communication in the course of negotiating, implementing or seeking approval of  
9 the Agreement, shall be deemed an admission by Defendants that class or subclass  
10 certification is appropriate in this Action outside of the Settlement context or in any other  
11 action or shall otherwise preclude Defendants from opposing or asserting any argument  
12 they may have with respect to certification of any class(es) or subclass(es) in any  
13 proceeding (including in this case should the Settlement not become Final) or shall be  
14 used as precedent in any way in any subsequent action against Defendants.

15 **IT IS FURTHER ORDERED** directing the Clerk of Court to enter judgment  
16 pursuant to paragraph 18 of this order and terminate the matter.

17 Dated this 8th day of May, 2025.

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20 Honorable John J. Tuchi  
21 United States District Judge  
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