

**IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

KIMIKA J. SEYMOUR, and
SHANIKA SEYMOUR,
on behalf of themselves and all
others similarly situated,

C.A. No. 08C-11-176 JRS [CCLD]

Plaintiff,

CLASS ACTION

v.

NATIONWIDE PROPERTY AND
CASUALTY INSURANCE COMPANY, et al.

Defendant.

CLASS NOTICE
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

IF YOU (I) WERE INSURED UNDER AUTOMOBILE POLICIES ISSUED BY NATIONWIDE¹ THAT INCLUDED PERSONAL INJURY PROTECTION ("PIP") COVERAGE THAT WAS SUBJECT TO A DEDUCTIBLE; (II) WERE INVOLVED IN AN AUTOMOBILE ACCIDENT; (III) SUBMITTED A PIP CLAIM TO NATIONWIDE TO WHICH THE PIP DEDUCTIBLE WAS APPLIED; (IV) WERE NOT MORE THAN 50% (FIFTY PERCENT) AT FAULT; AND (V) WERE NOT OFFERED AND/OR NEVER RECEIVED REIMBURSEMENT OF THE PIP DEDUCTIBLE, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS WHETHER YOU ACT OR DON'T ACT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	The only way to get a payment. Claim Forms must be postmarked no later than August 23, 2012.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Nationwide about the legal claims in this case. Requests for Exclusion must be postmarked no later than July 9, 2012.
Object	Write to the Court about what you do not like about the settlement. Objections must be postmarked no later than July 9, 2012.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement. Notices of your intent to appear at the Fairness Hearing must be postmarked no later than July 9, 2012.
Do Nothing	Get no payment. Give up rights.

- These rights and options -- and the deadlines to exercise them -- are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court approves the settlement and after any appeals are resolved. Please be patient.

¹ "Nationwide" means Nationwide Property and Casualty Insurance Company, Nationwide Assurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Mutual Insurance Company, Nationwide General Insurance Company, and Titan Indemnity Company and each of their respective present and former officers, directors, employees, insureds, agents, contractors, attorneys, insurers, trustees, representatives, predecessors, successors, parent companies, divisions, subsidiaries, affiliates, and assigns, and/or anyone acting or purporting to act for them or on their behalf.

BASIC INFORMATION

WHY DID I GET THIS NOTICE?

You may have (i) been insured under automobile policies issued by Nationwide that included PIP coverage that was subject to a deductible; (ii) been involved in an automobile accident; (iii) submitted a PIP claim to Nationwide to which the PIP deductible was applied; (iv) been no more than 50% (fifty percent) at fault; and (v) not been offered and/or never received reimbursement of your PIP deductible.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, then after any objections and appeals are resolved, a neutral administrator (the "Class Administrator") appointed by the Court will make the payments that the settlement allows.

The Court in charge of the case is the Superior Court in and for New Castle County, Delaware, and the case is known as *Kimika J. Seymour and Shanika Seymour v. Nationwide*, Case No. 08C-11-176 JRS [CCLD] (hereinafter the "Lawsuit"). The people who sued are called Plaintiffs, and the companies they sued, Nationwide, are called the Defendants.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit claims that Nationwide wrongly failed or refused to attempt recovery of PIP deductibles on behalf of its insureds. Nationwide denies these claims and denies any wrongdoing. The Court has made no ruling on the merits of the claims or defenses made in the Lawsuit.

The Court has preliminarily approved this Lawsuit to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purpose of addressing the merits and trying the Lawsuit.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people called class representatives sue on behalf of people who they believe have similar claims. All of these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. In the Lawsuit, the "Class Representatives" are the named Plaintiffs, *Kimika J. Seymour and Shanika Seymour*. This Lawsuit is being presided over by the Hon. Joseph R. Slight, III, Judge of the Delaware Superior Court in and for New Castle County (referred to in this notice as the "Court").

WHY IS THERE A SETTLEMENT?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay, and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation. The Plaintiffs, on their own behalf and on behalf of all Settlement Class Members, have entered into a "Settlement Agreement" with Nationwide, which has been preliminarily approved by the Court. The Class Representatives and Class Counsel think the settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Settlement Agreement, your rights and obligations under the Settlement Agreement, and the process by which the Court will determine whether or not to enter a final approval of the Settlement Agreement.

CAN I FILE MY OWN LAWSUIT OR DEMAND?

No, not unless you follow the procedures set forth in this Notice to submit a request for exclusion from the Settlement Class. As part of the Court's amended preliminary approval of the proposed settlement, entered on May 1, 2012, the Court issued the following preliminary stay order:

20. All Settlement Class Members are hereby preliminarily barred from filing, commencing, prosecuting, continuing to prosecute, intervening in or participating in (as class members or otherwise) any lawsuit, claim, declaratory action, demand or proceeding in any state or federal court or other forum against Nationwide relating to or arising from the claims, transactions, or occurrences alleged in this action and/or the Released Claims as defined in the Settlement Agreement (the "Stay Order"). Accordingly, the scope of this Stay Order includes any claims relating to or arising out of claims relating to Nationwide's alleged failure or refusal to attempt recovery of

Delaware PIP deductibles on behalf of its insureds, occurring from November 20, 2005 through the Effective Date of the Order. The statute of limitations and all other time limits shall be tolled during this injunction period.

21. The Stay Order shall expire on July 23, 2012 to any Settlement Class Member that submits a timely, written request for exclusion from the Settlement Class complying with the Order and this Class Notice.

All Settlement Class Members are subject to the Stay Order and cannot independently prosecute claims except as allowed by the Court.

WHO IS COVERED BY THE SETTLEMENT

HOW DO I KNOW IF I AM COVERED BY THE SETTLEMENT?

You are a member of the "Settlement Class" covered by the settlement if you fall within the following class definition adopted by the Court:

All persons who (i) were insured under automobile policies issued by Nationwide that included PIP coverage that was subject to a deductible; (ii) were involved in an automobile accident; (iii) submitted a PIP claim to Nationwide to which the PIP deductible was applied; (iv) were not more than 50% (fifty percent) at fault; and (v) were not offered and/or never received reimbursement of their PIP deductible.

Excluded from the Settlement Class is Nationwide, any entities in which Nationwide has a controlling interest, and all of their legal representatives, heirs and successors. Also excluded are any claims resolved and/or discharged or released prior to May 1, 2012.

A search of Nationwide's records identified you as a potential member of the Settlement Class. If you are a member of the Settlement Class, unless you exclude yourself from the Settlement Class, you will be deemed to be a "Settlement Class Member" and subject to the settlement.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

Settlement Class Members who do not submit a timely and complete request for exclusion from the Settlement Class will be eligible to receive the following Settlement Relief by submitting a timely and properly completed claim form (and any Claim Documentation² which they have in their possession) according to the instructions and procedures set forth in this Notice. A separate claim form must be submitted for each separate insurance claim for which Settlement Relief is sought.

Your completed claim form must be submitted to the Class Administrator at Seymour and Seymour v. Nationwide, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063 sent by First Class Mail, postage prepaid, postmarked no later than August 23, 2012.

- **Settlement Relief.** Settlement Class Members who timely submit a completed and signed claim form (together with any Claim Documentation which they have in their possession) will be eligible for one of two forms of Settlement Relief:
 - **Unpaid Deductible Settlement Payment.** In lieu of a Reimbursement Settlement Payment, Class Members who (a) timely submit a completed and signed claim form attesting that they (i) were insured under automobile policies issued by Nationwide that included PIP coverage that was subject to a deductible, (ii) were involved in an automobile accident, (iii) submitted a PIP claim to Nationwide to which the PIP deductible was applied, (iv) were not more than 50% (fifty percent) at fault, and (v) were not offered and/or never received reimbursement of their PIP deductible; but (b) did not actually pay the PIP deductible, will be eligible to receive an Unpaid Deductible Settlement Payment. The Unpaid Deductible Settlement Payment will be in the amount of 10% of the applied deductible; or
 - **Reimbursement Settlement Payment.** In lieu of the Unpaid Deductible Settlement Payment, Class Members who (a) timely submit a completed and signed Claim form attesting that they (i) were insured under automobile policies issued by Nationwide that included PIP coverage that was subject to a deductible, (ii) were involved in an automobile accident, (iii) submitted a PIP claim to Nationwide to which the PIP deductible was applied, (iv) were not more than 50% (fifty percent) at fault, and (v) were not

²“Claim Documentation” means copies of all written documents, materials, receipts or other information or communications arising from the claim and/or accident identified in a Settlement Class Member’s claim form.

offered and/or never received reimbursement of their PIP deductible; (b) paid any or all of the applied PIP deductible prior to distribution of this Class Notice; and (c) submit with their signed claim form written documentation establishing that they paid all or part of the applicable PIP deductible, such as a cancelled check or receipt from their doctor or other health care provider, will be eligible to receive a Reimbursement Settlement Payment. The Reimbursement Settlement Payment will be in the amount of 35% of the deductible paid.

Any disputes regarding whether a payment is owed on a claim and/or the amount of a payment on a claim will be negotiated among Class Counsel and Nationwide (through its counsel).

No interest, costs, attorneys' fees or other extra-contractual payments, except as expressly provided for in the Settlement Agreement, shall be payable with respect to any Settlement Relief payment, and Settlement Class Members waive any claim to such interest, costs, attorneys' fees, or other extra-contractual payments.

**RELEASE OF YOUR RIGHTS
AND DISMISSAL OF THE LAWSUIT**

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ACCORDING TO THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASE AND DISMISSAL WITH PREJUDICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

If the settlement receives final approval from the Court, Plaintiffs and all Settlement Class Members who are not recognized by the Court as excluded from the Settlement Class, and any person claiming through or on behalf of Plaintiffs and all such Settlement Class Members, shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal shall have, fully, finally, and forever released, relinquished and discharged all Released Claims as defined below.

"Released Claims" means any and all claims, actions, demands, lawsuits, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation extra contractual damages, damages at law or in equity, punitive damages, or penalties of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against Nationwide, which have been or could have been asserted in the Lawsuit or another proceeding relating to, arising out of, or in connection with claims of an alleged failure or refusal to recover PIP deductible(s) on behalf of its insureds.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want Settlement Relief from this settlement, but you want to keep the right to sue Nationwide, on your own, about the legal issues released and dismissed by this settlement, then you must take steps to get out. This is called excluding yourself -- or is sometimes referred to as "opting out" of the Settlement Class.

To exclude yourself from (or opt out of) the Settlement Class, you must make your request in writing. Any written request for exclusion must contain the following: (1) a prominent identifying reference to the case as follows "*Seymour and Seymour v. Nationwide*, Case No. 08C-11-176 JRS [CCLD];" (2) Settlement Class Member's name; (3) the subject policy number; (4) Settlement Class Member's address; (5) a statement of your desire to opt out of or be excluded from the Settlement Class; and (6) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted for each Settlement Class Member who wants to be excluded from the settlement.

Your written request for exclusion must be sent by First Class Mail, postage prepaid, and postmarked no later than July 9, 2012, and must be addressed to the Court-appointed Class Administrator at: Seymour and Seymour v. Nationwide, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063.

If you do not comply with these procedures within the deadline for requesting exclusion set forth above, you will lose any opportunity to exclude yourself from the Settlement Class and your rights will be determined by the Settlement Agreement and the Court's orders.

THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed the law firm of John Sheehan Spadaro, LLC to represent you and the other Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Nationwide will pay Class Counsel's fees, costs and expenses separate and apart from the Settlement Relief being made available to Settlement Class Members.

Class Counsel will ask the Court to approve payment in an amount up to \$264,000 to them for attorneys' fees, costs and expenses. Class Counsel will also ask the Court to approve payments in an amount up to \$5,000 each to Kimika J. Seymour and Shanika Seymour for their services as Class Representatives. The fees and payments would pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. Nationwide has agreed not to oppose these payments. These amounts will not come out of the funds for payments to Settlement Class Members. The Court may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

HOW DO I OBJECT TO THE SETTLEMENT?

You may remain a member of the Settlement Class and object to the settlement. If you do not exclude yourself from the Settlement Class, you may object to any aspect of the proposed settlement, including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the representation by the Class Representatives or by Class Counsel, or the request of Class Counsel for fees, costs and expenses and awards to the Class Representatives. Each objection must be in writing and include: (1) a prominent identifying reference to the case as follows "Nationwide PIP Deductible Settlement"; (2) the Settlement Class Member's name; (3) the Settlement Class Member's policy number or last four digits of the Settlement Class Member's Social Security Number (if a person) or complete Tax I.D. number (if an entity); (4) the Settlement Class Member's address; (5) a statement of each objection being made; (6) a statement indicating whether the Settlement Class Member intends to appear at the Fairness Hearing; and (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit to the Court.

You must file your objection with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide postmarked no later than July 9, 2012 as follows:

<u>Address For Filing With Court</u>	<u>Class Counsel</u>	<u>Counsel for Nationwide</u>
Superior Court New Castle County, Delaware New Castle County Courthouse 500 North King Street Wilmington, DE 19801	John S. Spadaro, Esq. John Sheehan Spadaro, LLC 724 Yorklyn Road, Suite 375 Hockessin, Delaware 19707	Robert J. Leoni, Esq. Shelsby & Leoni, P.A. 221 Main Street Stanton, Delaware 19804

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing or to otherwise contest the approval of the proposed settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class, and you will be bound as a Settlement Class Member if the Court approves the settlement despite any objections. You may also submit a claim form, even though you objected to the settlement. Excluding yourself from the Settlement Class means that the settlement no longer applies to you, so you cannot receive Settlement Relief or object to the settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to finally approve the settlement. You may attend, but you do not have to attend.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 9:00 a.m. on July 16, 2012 at the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are

objections, the Court will consider them. Persons who have followed the procedures described below may appear and be heard by the Court. The Court may also decide whether to approve Class Counsel's fees, costs and expenses and awards to the Class Representatives as negotiated in the settlement. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not necessary.

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and parties in writing. The Notice of Intent to Appear must contain: (1) a prominent identifying reference to the case as follows: "*Seymour and Seymour v. Nationwide Mutual Insurance Company*, Case No. 08C-11-176_JRS [CCLD]" and "Notice of Intent to Appear;" (2) the Settlement Class Member's full name, address, telephone number, and signature; and (3) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name, address, telephone number, and Delaware bar identification number.

You must file your Notice of Intent to Appear with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide, at the three addresses provided for submitting objections set forth on page 5 of this Notice, no later than July 9, 2012. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

WHAT IF I DO NOTHING?

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will be bound by the settlement if it is approved by the Court, including the release and dismissal with prejudice.

TAX CONSEQUENCES

The relief described above could have tax consequences for you. Those tax consequences may vary depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the settlement, including any payments or benefits provided under the settlement, and any tax reporting obligations you may have with respect thereto. The parties make no representations, and assume no responsibility, with respect to any tax consequences that may occur.

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT AND HOW DO I GET MORE INFORMATION?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Class Administrator or visiting the website below.

You can write to Class Administrator: Seymour and Seymour v. Nationwide, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063; or visit the website at www.strategicclaims.net, where you will find out about the settlement, documents concerning the settlement, a claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a Settlement Payment.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR NATIONWIDE FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLASS ADMINISTRATOR AS INDICATED ABOVE.

**HONORABLE JOSEPH R. SLIGHTS, III
JUDGE OF THE SUPERIOR COURT OF THE STATE OF
DELAWARE, IN AND FOR
NEW CASTLE COUNTY**

CLAIM FORM

Capitalized terms are defined in the Notice of Proposed Class Action Settlement and Fairness Hearing provided with this claim form. You must complete, sign and timely submit this claim form as required by the Notice of Proposed Class Action Settlement and Fairness Hearing provided with this claim form. **Please type or print legibly.**

SECTION I—IDENTIFICATION

Your Name:		
Named Insured(s):		
Address:		
City:	State:	Zip Code:
Phone Number:		
Nationwide Claim Number:	Date of Loss:	

About how much of your Personal Injury Protection (“PIP”) Deductible was applied to your PIP claim? (Give your best estimate.) :

\$ _____

******Send this form to Seymour and Seymour v. Nationwide, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063, no later than August 23, 2012.******

CHOOSE THE TYPE OF RELIEF YOU WANT (Please select *only* one type of Relief)

X

- Unpaid Deductible Settlement Payment***— eligible for payment equal to 10% of the applied PIP deductible subject to the requirements set forth and defined in the Notice of Proposed Class Action Settlement and Fairness Hearing [Skip to Section III].
- Reimbursement Settlement Payment***— eligible for payment equal to 35% of the PIP deductible paid, pursuant to the requirements set forth and defined in the Notice of Proposed Class Action Settlement and Fairness Hearing [Complete Section II].

SECTION II—CLAIM DOCUMENTATION

If you want a Reimbursement Settlement Payment, please provide the requested information in the chart below. If the space provided is too small, you may provide the same information on a separate sheet submitted with your Claim Form. If you want an Unpaid Deductible Settlement Payment, skip to Section III.

Provider	Date of Medical Service	Approximate Date of Payment to Provider	Amount of Payment Attributable to the Deductible Applied	Type of Supporting Documentation Included

Documentation – To be eligible to receive a Reimbursement Settlement Payment, you must provide with this Claim Form documentation sufficient to verify and establish the amount that you paid your medical provider due to the deductible applied by Nationwide. Examples include a cancelled check or receipt from the provider.

SECTION III—WRITTEN STATEMENT:

I hereby state that the following is true and correct:

- I have reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and reasonably believe that I am, or the person on whose behalf I am acting is, a Settlement Class Member entitled to relief under the proposed settlement.
- I or the person on whose behalf I am acting was involved in an automobile accident which resulted in a loss and occurred during the Class Period (November 20, 2005 to the Effective Date).
- I or the person on whose behalf I am acting was insured under a Delaware automobile insurance policy issued by Nationwide that was subject to a PIP deductible and in effect at the time of the loss identified above and/or in the written statement.
- I or the person on whose behalf I am acting submitted a PIP claim to Nationwide to which a PIP deductible was applied.
- I or the person on whose behalf I am acting were not more than 50% at fault.
- I or the person on whose behalf I am acting was not offered and/or never received reimbursement of the PIP deductible that was applied.

- I agree to reasonably cooperate in verifying and quantifying any amounts due under the proposed settlement, including providing authorizations to release records of medical treatment or payments for such treatment if necessary.
- No rights or claims asserted by this claim form have been previously settled, resolved, discharged or released.
- No rights or claims asserted by this claim form have been assigned or otherwise transferred.
- If seeking relief in the form of a Reimbursement Settlement Payment, I have enclosed copies of all written documents, materials, records or other information or communications arising from the claim and/or loss identified above or in the written statement which are in my possession or the possession of the person on whose behalf I am acting.

I swear or affirm that the foregoing is true and correct to the best of my knowledge and belief.

Signature

Date

Print Name