YUNG HSIU SHU,	:	IN THE COURT OF COMMON PLEAS OF
	:	
Plaintiff,	:	FAYETTE COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - CLASS ACTION
	:	
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY; TITAN INDEMNITY COMPANY; AND VICTORIA FIRE & CASUALTY COMPANY,	:	NO. 3517 OF 2008, G.D.
	:	
Defendants.	:	JUDGE JOSEPH M. GEORGE, JR.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

IF YOU (I) WERE A NAMED INSURED FROM OCTOBER 1, 2003, THROUGH JUNE 3, 2015, UNDER A POLICY ISSUED BY THE DEFENDANT, NATIONWIDE MUTUAL FIRE INSURANCE COMPANY, SUBJECT TO THE PENNSYLVANIA MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, 75 Pa.C.S.A. §§1701, *et seq.* (HEREINAFTER "MVFRL"); OR (II) WERE A NAMED INSURED FROM JANUARY 1, 2009 THROUGH JUNE 3, 2015, UNDER A POLICY ISSUED BY THE DEFENDANTS, TITAN INDEMNITY COMPANY OR VICTORIA FIRE & CASUALTY COMPANY (NATIONWIDE MUTUAL FIRE INSURANCE COMPANY, TITAN INDEMNITY COMPANY AND VICTORIA FIRE & CASUALTY COMPANY ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "NATIONWIDE"), SUBJECT TO MVFRL; (III) WHO HAD ONLY ONE VEHICLE INSURED UNDER THE NATIONWIDE POLICY*;* AND (IV) WHO PAID FOR STACKED UNINSURED/UNDERINSURED (HEREINAFTER "UM/UIM") COVERAGE, 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 September 26, 2015.**
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 September 26, 2015.**
Object	File written objections with the Court. **Objections must be postmarked no later than September 26, 2015.**
Do Nothing	Get no payment. Give up rights.

BASIC INFORMATION

WHY DID I GET THIS NOTICE?

During the Class Period, you were (i) a Nationwide named insured from October 1, 2003, through June 3, 2015, by a policy issued through the defendant, Nationwide Mutual Fire Insurance Company, subject to MVFRL; or (ii) a Nationwide named insured from January 1, 2009, through June 3, 2015, by a policy issued through the defendants, Titan Indemnity Company and Victoria Fire & Casualty Company, subject to MVFRL; (iii) who had only one vehicle insured under the Nationwide policy*;* and (iv) who paid for stacked UM/UIM coverage.

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 and after any objections and appeals are resolved, a neutral administrator (the "Administrator") approved by the Court will make the payments that the settlement allows.

The Court in charge of the case is the Court of Common Pleas for Fayette County, Pennsylvania, and the case is known as *Yung Hsiu Shu v. Nationwide Mutual Fire Insurance Company, et al.*, No. 3517 of 2008, G.D. (hereinafter the "Lawsuit"). The person who sued is called the Plaintiff, and the companies he sued, Nationwide, are called the Defendants.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit claims that Nationwide improperly charged single vehicle UM/UIM stacked policyholders for identical coverage that is provided to single vehicle UM/UIM policyholders who paid for non-stacked coverage. 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 certified this Lawsuit to proceed as a class action. If the settlement is not approved, the Court will have to decide the merits of 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 Representative" is the named Plaintiff, *Yung Hsiu Shu*. This Lawsuit is being presided over by Judge Joseph M. George, Jr., of the Court of Common Pleas for Fayette County, Pennsylvania (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 the Plaintiff 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 Plaintiff, on his own behalf and on behalf of all Settlement Class Members, has entered into a "Settlement Agreement" with Nationwide, which has been preliminarily approved by the Court. The Class Representative 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?

Not unless you follow the procedures set forth in this Notice to submit a request for exclusion from the Settlement Class.

WHO IS 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 Pennsylvania Nationwide Named Insureds from October 1, 2003, through June 3, 2015, with the defendant, Nationwide Mutual Fire Insurance Company, or from January 1, 2009 through June 3, 2015, with the defendants, Titan Indemnity Company or Victoria Fire & Casualty Company, who were named insureds under a Nationwide Policy issued subject to MVFRL; who had only one vehicle insured; and who paid for stacked UM/UIM coverage.
>
> 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 June 3, 2015.

A search of Nationwide's records identified you as a potential 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 Individual Distribution Amount by submitting a timely and properly completed claim form in conformance with the instructions and procedures set forth in this Notice.

Your completed claim form must be submitted to the Administrator at Shu v. Nationwide, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063, sent by First Class Mail, postage prepaid, postmarked no later than September 26, 2015. A claim form is enclosed.

MONETARY BENEFITS. Settlement Class Members who timely submit a completed and signed claim form will be eligible for $12 per Coverage Period (one hundred eighty (180) consecutive days as a named insured from October 1, 2003 through June 3, 2015, with the defendant, Nationwide Mutual Fire Insurance Company, or from January 1, 2009 through June 3, 2015, with the defendants, Titan Indemnity Company or Victoria Fire & Casualty Company, when their Nationwide policy covered only a single vehicle with stacked UM/UIM coverage).

NON-MONETARY BENEFITS. Nationwide has also agreed, beginning, no later than three-hundred sixty-five days (365) after the *Settlement Approval Date* to revise its uninsured/underinsured motorist policy language so that its single vehicle automobile insurance policies issued in Pennsylvania with stacking will provide additional coverage to Nationwide policyholders in certain situations.

Any disputes regarding whether a payment is owed on a claim and/or the amount of a payment on a claim will initially be negotiated among Class Counsel and Nationwide (through its counsel). If an agreement cannot be reached, the parties will submit the disputed claim to the Court.

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 Individual Distribution Amount, 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, the Plaintiff 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 the Plaintiff 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 the following:

As of the Appeal Expiration Date and in consideration of the relief made available as set forth in the Settlement Agreement, Shu and the Settlement Class Members, pursuant to the Settlement Agreement and the approval of the settlement by the Court, shall be deemed to have fully and lawfully released, discharged and acquitted Nationwide, all affiliated, associated and inter-related companies, and their stockholders, agents, officers, directors, employees, attorneys, insurers, trustees, predecessors and assigns from all claims, liabilities, causes of action, costs, attorneys' fees, demands for recovery of any and all damages, equitable relief, declaratory relief, and injunctive relief that have been claimed, could have been claimed, or arose out of the conduct related to the allegations set forth in the First Amended Complaint in this Action, including, but not limited to, all contractual claims, extra-contractual claims, claims in tort, claims for punitive damages, all premium claims, and all damages under any statute or regulation including, but not limited to, the MVFRL, the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§201-1, *et seq*., and any other statute, regulation or guideline which have been asserted or could have been asserted by Shu and/or any Settlement Class Members, whether the nature and extent of those claims and damages is known or may yet to be known, such that all claims of Shu and the Settlement Class Members shall be forever barred and precluded with prejudice by this settlement and the approval of same by the Court, having the same preclusive effect as if the claims of Shu and each Settlement Class Member had been fully and completely litigated to a full and final adjudication. Notwithstanding the above, this release does not affect any claims for insurance benefits made by Shu and/or any Settlement Class Members under any applicable Nationwide policy.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the Individual Distribution Amount 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 of the Settlement Class. This is called excluding yourself -- or is sometimes referred to as "opting out" of the Settlement Class.

To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) a prominent identifying reference to the case as follows: "*Shu v. Nationwide, No. 3517 of 2008, G.D.;*" (2) your name; (3) your address; (4) the applicable Nationwide policy number; (5) an expression of your desire to opt out or be excluded from the Settlement Class; and (6) your signature or the signature of an authorized representative.

Your written request for exclusion must be sent by First Class Mail, postage prepaid, and postmarked no later than September 26, 2015, and must be addressed to the Administrator at: Shu v. Nationwide, c/o Strategic Claims Services, 600 North 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 RADCLIFFE & DeHAAS, L.L.P. 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 Individual Distribution Amount being made available to Settlement Class Members.

Class Counsel will ask the Court to approve payment in the amount of $95,000 to them for attorneys' fees, and up to $5,000 for costs and expenses. Class Counsel will also ask the Court to approve payment of $2,500 to Yung Hsiu Shu for his services as Class Representative. The fees and payments would pay Class Counsel and the Class Representative 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

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. Each objection must be in writing and include: (1) a prominent identifying reference to the case as follows "*Shu v. Nationwide, Case No. 3517 of 2008, G.D.*;" (2) your name; (3) your address; (4) the applicable Nationwide policy number; and (5) a statement of each objection being made; (6) your signature or the signature of an authorized representative; (7) a statement indicating whether you intend to appear at the Fairness Hearing; (8) a list of witnesses whom you may call by live testimony; and (9) copies of any documents or papers you plan to submit.

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 September 26, 2015, as follows:

Address For Filing With Court	Class Counsel	Counsel for Nationwide
Prothonotary's Office Court of Common Pleas Fayette County, Pennsylvania 61 East Main Street Uniontown, PA 15401	William M. Radcliffe, Esq. Radcliffe & DeHaas, L.L.P. 2 W. Main St., Ste. 700 Uniontown, PA 15401	John P. Marino, Esq. Lindsey R. Trowell, Esq. Smith, Gambrell & Russell, LLP 50 North Laura St., Ste. 2600 Jacksonville, FL 32202

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.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at **9:30 a.m. on November 10, 2015,** in Courtroom 5 of the Fayette County Courthouse, 61 East Main Street, Uniontown, Pennsylvania 15401. 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 herein may appear to be heard by the Court. The Court may also decide whether to approve Class Counsel's fees, costs and expenses and award to the Class Representative 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. However, if you file a timely and proper objection, the Court may require you to attend the hearing.

WHAT IF I DO NOTHING?

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 Individual Distribution Amount 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

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Administrator at Shu v. Nationwide, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063; or go to 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 ADMINISTRATOR AS INDICATED ABOVE.

HONORABLE JOSEPH M. GEORGE, JR.
JUDGE OF THE COURT OF COMMON PLEAS
FAYETTE COUNTY, PENNSYLVANIA

CLAIM FORM

INSTRUCTIONS: Please complete this form (print or type only), sign and mail it to Shu v. Nationwide, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063. Do not send any documentation to support your claim at this time.

THIS CLAIM FORM MUST BE POSTMARKED NO LATER THAN SEPTEMBER 26, 2015, OR YOU WILL NOT BE ELIGIBLE FOR MONETARY BENEFITS.

I hereby state that the following is true and correct:

(a) I was a named insured on a motor vehicle policy issued by (i) the defendant, Nationwide Mutual Fire Insurance Company, between October 1, 2003 and June 3, 2015, or (ii) the defendants, Titan Indemnity Company and Victoria Fire & Casualty Company between January 1, 2009 and June 3, 2015;

(b) the policy was issued with stacked uninsured/underinsured motorist coverage;

(c) the subject policy was in effect for at least one *coverage period (180 consecutive days)*; and

(d) the subject policy number is _____ (provide if available).

(e) No rights or claims asserted by this claim form have been previously settled, resolved, discharged or released.

(f) No rights or claims asserted by this claim form have been assigned or otherwise transferred.

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

_____
Settlement Class Member (Your Signature)

Settlement Class Member (Print your Name)

Current Street Address

City | State | Zip Code

Phone Number (Home) | Phone Number (Cell)

E-mail Address (if any)

Shu v. Nationwide
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

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