

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Ostendorf. v. Grange Indemnity Insurance Company et al.,
Case No. 2:19-cv-01147-ALM-KAJ

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case *Ostendorf v. Grange Indemnity Insurance Company, et al.*, Case No. 2:19-cv-01147-ALM-KAJ, entitling Settlement Class members to payment of Sales Tax and Title, Transfer, and Service Fees related to vehicles determined to be total losses. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

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

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Call (877) 313-0201 toll free or visit www.ohioautosstaxsettlement.com for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

What Is this Class Action About?

Plaintiff alleged that the Grange Defendants (defined below) breached their contracts (insurance policies) by failing to pay Plaintiff and other Ohio insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, the “actual cash value” of their total loss vehicles. Specifically, Plaintiff alleged that the Grange Defendants’ settlement practice of paying Sales Tax and Title, Transfer, and Service Fees to members of the Class on a reimbursement basis after the insured replaced their totaled vehicle

was improper. The Grange Defendants maintain that they complied with the terms of the insurance policies and applicable law and deny that they acted wrongfully or unlawfully and continue to deny all material allegations.

Settlement Terms

As a part of the settlement, Grange Indemnity Insurance Company, Grange Insurance Company (f/k/a Grange Mutual Casualty Company), Grange Property and Casualty, and Trustgard Insurance Company (together “Grange” or “Grange Defendants”), have agreed, upon Court approval, to:

1. Pay Settlement Class Members who timely submit a Claim Form Sales Tax on the Actual Cash Value of their total loss vehicle at the Ohio average sales tax rate of 7.1%.
2. Pay Settlement Class Members who timely submit a Claim Form Title, Transfer, and Service Fees in accordance with the below schedule, dependent upon the date of the Settlement Class Member’s total loss:

Date of Total Loss Claim Payment	Service Fee	Transfer Fee	Title Fee	Total
On or After 1/1/2004	\$3.50	\$1.00	\$5.00	\$9.50
On or After 7/1/2009	\$3.50	\$1.00	\$15.00	\$19.50
On or After 6/30/2017	Not more than \$5.25	\$1.00	\$15.00	\$21.25
On or After 7/3/2019	Not more than \$5.25 and not less than \$3.50	\$1.00	\$15.00	\$21.25
On or After 10/17/2019	\$5.00	\$1.00	\$15.00	\$21.00

3. Separately pay attorneys’ fees not to exceed \$2,533,561.00, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will not come from nor reduce any payment made to Settlement Class Members, with both amounts to be approved by the Court.

In exchange, Plaintiff and the Settlement Class members who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax and Title, Transfer, and Service Fees. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the

Settlement, which means you are not eligible for payment, and you maintain your right to sue Grange Defendants individually and separately for payment of Sales Tax and Title, Transfer, and Service Fees. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

How Do I Know if I'm a Member of the Settlement Class?

You may be a member of the Settlement Class against the Grange Defendants if you were an Ohio policyholder and insured by Grange Indemnity Insurance Company, Grange Insurance Company (f/k/a Grange Mutual Casualty Company), Grange Property and Casualty, or Trustgard Insurance Company, and submitted a physical damage claim with respect to a vehicle that resulted in a Total Loss Claim Payment during the period May 27, 2004 through July 22, 2020, if you were insured by Grange Indemnity Insurance Company or June 9, 2005 through July 22, 2020, if you were insured by Grange Insurance Company (f/k/a Grange Mutual Casualty Company), Grange Property and Casualty, or Trustgard Insurance Company. If your Total Loss Claim Payment included Sales Tax and Title, Transfer, and Service Fees, you may not be part of the Settlement Class. You received this Notice because the Grange Defendants' records indicate you may be a member of the Settlement Class.

If I Am a Class Member, What Are My Options?

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

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form for payment of Sales Tax and Title, Transfer, and Service Fees. The maximum amount Grange Defendants have agreed to pay is the full amount sought in the case per Settlement Class member who timely submits a Claim Form and, for all Settlement Class members, totals a maximum of \$12,667,804.00. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail or you may upload the Claim Form and submit it online at www.ohioautosstaxsettlement.com. You can call (877) 313-0201 or visit www.ohioautosstaxsettlement.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting www.ohioautosstaxsettlement.com, clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need your last name and Policy number or claim number and upload your signed Claim Form.

If you submit a Claim Form in the mail, it must be postmarked no later than **December 31, 2020**. If you submit an electronic Claim, you must do so by 11:59 p.m. on **December 31, 2020**. If the address you submit on your Claim Form changes up until 60 days after the Effective Date of the Settlement, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment.

Option 2: Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before **November 1, 2020** as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of the Grange Defendants separately in another lawsuit if you choose to pursue one.

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

Ostendorf v. Grange Indemnity Insurance Company, et al.
c/o JND Legal Administration
PO Box 91307
Seattle, WA 98111

A request for exclusion must be postmarked on or before **November 1, 2020**.

Your request for exclusion must contain the following:

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

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

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF **NOVEMBER 1, 2020, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.ohioautosstaxsettlement.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class, you may file a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

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

1. the name of the Action (Ostendorf v. Grange Indemnity Insurance Company, et al.);
2. the objector's full name, address and telephone number;
3. documentary proof of membership in the Settlement Class all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
5. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
7. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
8. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
9. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;

10. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing along with a list of any legal authority you may present at the Fairness Hearing; and
11. the objector's signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **November 1, 2020**.

Office of the Clerk Joseph P. Kinneary U.S. Courthouse Room 121 85 Marconi Boulevard Columbus, Ohio 43215	Grange Class Action c/o JND Legal Administration PO Box 91307 Seattle, WA 98111
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301	Rodger L. Eckelberry BAKER & HOSTETLER LLP 200 Civic Center Drive Suite 1200 Columbus, OH 43215

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

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

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

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Grange Defendants for Sales Tax and Title, Transfer, and Service Fees, even if you do not submit a Claim for payment. You will not receive a Settlement Class Member Payment if you do nothing.

Who Is Representing the Class?

The Court has preliminarily appointed Plaintiff, Vicki Ostendorf, to be the representative of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

<p>KOPELOWITZ OSTROW P.A. Jeff Ostrow, Esq. Joshua Levine, Esq. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301</p>	<p>SPANGENBERG SHIBLEY & LIBER LLP Stuart Scott, Esq. 1001 Lakeside Avenue East Suite 1700 Cleveland, OH 33114</p>
<p>SHAMIS & GENTILE, P.A. Andrew Shamis, Esq. 14 NE 1st Avenue Suite 701 Miami, FL 33132</p>	<p>EDELSBERG LAW Scott Edelsberg, Esq. 20900 NE 30th Avenue Suite 417 Aventura, FL 333180</p>
<p>DAPEER LAW Rachel Dapeer, Esq. 300 S Biscayne Blvd Suite 2704 Miami, FL 33131</p>	

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys' fees of no more than \$2,533,561.00, subject to approval by the Court. Grange Defendants have agreed to pay Class Counsel up to that amount if approved by the Court. Payment of attorneys' fees has no impact and does not affect in any way, and will not reduce, the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by the Grange Defendants. If you submit a valid Claim Form for payment, that amount will not be reduced to pay Class Counsel Fees. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek a Service Award to the Class Representative in the amount of \$5,000.00, subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to members of the Settlement Class, which is the full amount of damages Plaintiff alleged is owed to Settlement Class members, and to acknowledge the time spent by the Plaintiff participating in the case and mediation, and prosecuting the claim for the benefit of the Settlement Class. The Grange Defendants have agreed to pay the Service Award to the Class Representative up to the amount of \$5,000.00. Payment of the Service Award has no impact and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for an Service Award, and in whatever amount the Court approves the request, the Service Award will be paid separately by the Grange Defendants, and will not affect in any way, and will not reduce, the amount of money paid to Settlement Class Members.

What Claim(s) Against Grange Are Class Members Releasing?

As a part of the Settlement, Class Members agree not to sue the Grange Defendants by asserting any claim for payment of Sales Tax and Title, Transfer, and Service Fees. Unless you request exclusion from the Settlement Class, you give up the right to individually sue the Grange Defendants and claim you are owed Sales Tax and Title, Transfer, and Service Fees as part of your total loss payment, even if you do not submit a Claim for payment as part of this Settlement. You are not releasing any other claim against the Grange Defendants. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www.ohioautosstaxsettlement.com.

How Do I Find Out More About This Lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please call toll-free at (877) 313-0201 or go to www.ohioautosstaxsettlement.com.

This www.ohioautosstaxsettlement.com website provides:

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

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

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