

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

Abra Smith v Nationwide Agribusiness Insurance Company
Case No. CV-21-953473

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

**The 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 *Smith v. Nationwide Agribusiness Ins. Co.*, Case No. CV-21-953473, in the Court of Common Pleas, Cuyahoga County, Ohio (the “Action”), entitling eligible Class Members who make a claim to payment of Vehicle Sales Tax on total loss claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim 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 CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.
Call **1-888-559-9761** toll free or visit www.asmithsettlement.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 alleges that Nationwide breached its contracts (insurance policies) by failing to pay applicable Vehicle Sales Tax to Plaintiff and other insureds in Ohio who submitted physical damage claims for their vehicles during the class period, where the claim was adjusted as a total loss. Nationwide maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because you may be entitled to payment from a Settlement of the case that has been reached between the Plaintiff, acting on behalf of the Class, and Nationwide Agribusiness Insurance Company (“Nationwide” or “Defendant”). The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court is conducting a Final Approval Hearing on December 5, 2023, to decide whether to grant final approval of the Proposed Settlement.

Settlement Terms

As a part of the Settlement, Nationwide and all of its applicable subsidiaries and related entities has agreed to:

1. pay eligible members of the Class for unpaid Vehicle Sales Tax that Plaintiff alleged she and Class Members are owed; and
2. separately pay attorneys’ fees not to exceed \$250,000.00 and a Service Award to Plaintiff not to exceed \$5,000.00, neither of which will come from or reduce any payment made to Settlement Class Members, with both amounts to be approved by the Court.

If you already were paid Vehicle Sales Tax on your total loss claim, or you are otherwise ineligible for a claim payment due to the existence of a prior release of such claims or for any other reason, including the filing of duplicative Claim Forms or failure to fully complete the Claim Form, you are not eligible for a payment.

QUESTIONS? CALL 1-888-559-9761 TOLL-FREE, OR VISIT www.asmithsettlement.com.

If you are a member of the Class, you can submit a claim to be paid for Vehicle Sales Tax. 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 Nationwide individually and separately for payment of Vehicle Sales Tax. You may also object to the terms of the Settlement if you comply with the requirements set forth below. The Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Vehicle Sales Tax.

How Do I Know if I am a Member of the Class?

You may be a member of the class action (a “Class Member”) against Nationwide if you were an Ohio policyholder and insured by Nationwide and submitted a physical damage claim with respect to a covered vehicle during the period from October 25, 2013 through January 31, 2019. You received this Notice because Nationwide’s records indicate you may be a member of the 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 Vehicle Sales Tax. A Claim Form is included with this mailing.

You can also submit an Electronic Claim Form by visiting www.asmithsettlement.com, clicking the MAKE A CLAIM button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom Nationwide has email addresses. The email has a link to permit you to access the website to make a claim. You will need a Claimant ID Number (which was included in the Postcard Notice and Email Notice) or your last name and Policy number or claim number. If you do not know your Claimant ID Number, you can call 1-888-559-9761 and provide your last name and seek assistance in determining your Claimant ID Number.

If you submit a Claim Form in the mail, it must be postmarked no later than December 20, 2023. If you submit an Electronic Claim, you must do so by 11:59 p.m. on December 20, 2023.

Option 2: Exclude yourself from the Case.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before November 6, 2023, as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a payment for Vehicle Sales Tax, or any other 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 Nationwide 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:

Smith v. Nationwide Agribusiness Insurance Company
c/o Claims Administrator
P.O. Box 5356
Portland, OR 97228-5356

A request for exclusion must be postmarked on or before November 6, 2023.

Your request for exclusion must contain the following:

1. The name of the lawsuit (Smith v. Nationwide Agribusiness Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: “I request exclusion from the Class”;
and
5. Your signature.

The Claims Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a 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.

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IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 6, 2023, YOU WILL REMAIN PART OF THE 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 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.asmithsettlement.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object 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. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Ohio Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below) to the following:

Smith v. Nationwide Agribusiness Insurance Company
c/o Claims Administrator
P.O. Box 5356
Portland, OR 97228-5356

The Notice of Intent must include the following:

1. The name of the Action (Smith v. Nationwide Agribusiness Insurance Company);
2. The objector's full name, address, and telephone number;
3. 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, along with the case name and number and the jurisdiction of the court for each said objection (if any);
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 identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Final Approval Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by November 6, 2023. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the 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, 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 Nationwide for Vehicle Sales Tax, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Nationwide and receive nothing in return.

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Who Is Representing the Class?

The Court has preliminarily appointed Abra Smith (the “Named Plaintiff”) to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

Scott Edelsberg Chris Gold EDELBERG LAW, P.A. 20900 NE 30 th Avenue, Suite 417 Aventura, FL 33180	Rachel Dapeer, Esq. DAPEER LAW, P.A. 300 S. Biscayne Blvd., #2704 Miami, FL 33131
Andrew Shamis SHAMIS & GENTILE, P.A. 14 N.E 1 st Ave Ste. 705 Miami, FL 33132	Edmund A. Normand, Esq NORMAND PLLC Post Office Box 1400036 Orlando, FL 32814-0036

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.

Class Counsel will file an application for attorneys’ fees of no more than \$250,000 dollars, subject to approval by the Court. Nationwide has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys’ fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to 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 Nationwide. If you submit a valid claim for payment, you will receive payment for Vehicle Sales Tax, and that amount will not be reduced to pay Class Counsel fees and/or costs. 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 Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery awarded to members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Payment of the Class Representative Service Award has no impact on 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 a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Nationwide, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Vehicle Sales Tax, and that amount will not be reduced to pay the Class Representative Award.

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

As a part of the Settlement, Class Members agree to release Nationwide and not to sue Nationwide for any and all known and unknown claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys’ fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Nationwide’s alleged failure to pay appropriate Vehicle Sales Tax to Plaintiffs and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Nationwide based on any legal theory whatsoever relating to payment of Vehicle Sales Tax to the fullest extent of the law and res judicata and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Nationwide failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Vehicle Sales Tax. Unknown Claims means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to Vehicle Sales Tax to the full extent permitted by law and to the full extent of res judicata and/or claim preclusion protection.

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 **1-888-559-9761** or go to www.asmithsettlement.com.

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This website provides:

1. An electronic Claim Form submission option 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 Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiffs 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 information is provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time at the Clerk of Court Office.

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

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