

NOLA GREENO,  
 Plaintiff,  
 -vs-  
 ALLIED PROPERTY AND CASUALTY INSURANCE  
 COMPANY, AMCO INSURANCE COMPANY, DEPOSITORS  
 INSURANCE COMPANY, NATIONWIDE INSURANCE  
 COMPANY OF AMERICA, ALLIED GROUP, INC., AND  
 NATIONWIDE MUTUAL INSURANCE COMPANY,  
 Defendants.

IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF MONTANA  
 MISSOULA DIVISION

Cause No.: CV 06-113-M-DWM

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

**If you are or were a policy holder or their family member who purchased or you were otherwise insured under a personal automobile insurance policy or policies issued or renewed in the State of Montana on or after January 1, 1998 by Nationwide/Allied (see definition below), which are often referred to as “Nationwide Insurance” or “Allied Insurance”,**

**&**

**you were injured in a motor vehicle (including motorcycle or motor home) accident,**

**YOU COULD GET A PAYMENT  
 FROM A PROPOSED CLASS ACTION SETTLEMENT**

- **This notice explains a proposed class action settlement that could entitle you to payments and may affect and release your rights.**
- **The settlement resolves a lawsuit over whether Nationwide/Allied improperly failed to provide stacked coverage benefits available under Medical Payments, Uninsured Motorist, or Underinsured Motorist coverages issued under personal auto or recreational vehicle insurance policies.**
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

“Nationwide/Allied” means and includes (for purposes of the settlement, the Release attached to this notice as Appendix A, and as used in this notice) the named defendants in the Lawsuit, Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including without limitation, Nationwide Mutual Fire Insurance Company and Nationwide Property and Casualty Insurance Company, and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, financial or investment advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |  |
|---|--|
| <b>Submit a Claim Form</b>                              | The only way to get a payment (except for Class Members qualifying for automatic review as explained on page 5 of this notice).              |
| <b>Exclude Yourself</b>                                 | Get no payment. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement. |
| <b>Object</b>   | Write to the Court about what you don’t like about the settlement.   |
| <b>Go to a Hearing</b>                                  | Ask to speak in court about the fairness of the settlement.  |
| <b>Do Nothing</b>                                       | Get no payment. Give up rights and release legal claims.   |

- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- The Court in charge of the case still has to decide whether to approve the settlement. Claims and payments will be processed if the Court approves the settlement and after any appeals are resolved. Please be patient.
- Additional information and updates regarding the settlement are available by toll free number, on the Internet, or by writing the Settlement Administrator as indicated in this notice under “Getting More Information.”

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## **BASIC INFORMATION**

### **Why Did I Get This Notice?**

You have been identified by a review of records available to Nationwide/Allied as a potential member of the Settlement Class (defined on page 4) who would be affected by the proposed settlement of a class action lawsuit. The Court directed that you be sent this notice because you have a right to know about the proposed settlement, and about all of your options, before the Court decides whether to approve the settlement.

The Court has appointed a neutral administrator (the “Settlement Administrator”) agreed upon by the parties to provide notice to the Settlement Class, to manage communications, and to perform other functions to assist administration of the proposed settlement. If the Court approves the settlement and after any objections and appeals are resolved, claims will be processed and payments made in accordance with the terms of the settlement.

The “Court” presiding over the proposed settlement is the United States District Court for the District of Montana. The “Lawsuit” is the matter pending in the Court captioned *Nola Greeno v. Allied Property and Casualty Insurance Company, et al.*, Cause No. CV 06-113-M-DWM. The people who sued are called the Plaintiffs, and the people or companies they sued are called the Defendants.

### **What Is The Lawsuit About?**

The Lawsuit claims that Nationwide/Allied improperly failed to provide “stacked” coverage benefits to its insureds who were entitled to such benefits. The Montana Supreme Court has held that when an insurer charged premiums to policyholders and their family members for Medical Payments (MPC), Uninsured Motorist (UM), and/or Underinsured Motorist (UIM) coverage on a per vehicle basis, that such persons are entitled to “stack” the coverage limits for each separate premium charged. For example, a policyholder whose policy indicated MPC limits of \$5,000, but whose policy insured 3 autos and charged a separate premium for the MPC coverage for each vehicle, would be entitled to \$15,000 MPC limits (\$5,000 x 3 vehicles). The Montana Supreme Court further held that the right to stack these coverages applies regardless of language in the insurance policy to the contrary.

Nationwide/Allied acknowledge that stacked coverage should be provided as determined by the Montana Supreme Court, and contend that they made a good faith effort to provide such benefits to existing and prior claims. The Lawsuit claims, however, that stacked coverage benefits were not timely or adequately provided to everyone entitled to them.

The proposed settlement provides a notice and claim review process to assist Settlement Class Members in receiving their stacked coverage benefits. Persons who are Settlement Class Members will be determined by the legal definition provided on page 4 of this notice. Generally stated, however, persons who were a policyholder or their family member or a person who was otherwise insured under a Nationwide/Allied personal auto policy that charged MPC, UM, and/or UIM premiums on a per vehicle basis would have been entitled to stacked coverage benefits. If you or another such person were injured in a covered accident, you may be entitled to those stacked coverage benefits under the settlement, regardless of whether you have been paid by other sources such as health insurance or other third party insurance. For example, Settlement Class Members may include, among others:

- \* persons who made a claim for MPC, UM, or UIM benefits to Nationwide/Allied and who received some of those benefits, but who were either expressly denied or otherwise not provided additional “stacked” coverage benefits;
- \* persons who did not make a claim for MPC, UM, or UIM benefits, who were injured in a covered motor vehicle accident, and who would have been entitled to stacked MPC, UM, or UIM benefits. The covered accident may have involved an auto insured under a Nationwide/Allied auto policy or another vehicle (such as a motorcycle or motor home) separately insured under a separate policy.

The Court has made no final rulings on the merits of claims or defenses made in the Lawsuit. Rather, the Court has preliminarily approved the claims to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether the Lawsuit should be treated as a class action for the purpose of addressing the merits and possibly conducting a trial 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. The court in charge of the lawsuit will resolve the issues for all class members, except for those who exclude themselves from the class.

The “Class Representative” appointed by the Court in this class action Lawsuit to represent the interests of all Class Members is the plaintiff who filed the Lawsuit, Nola Greeno. Ms. Greeno was insured under a personal auto policy issued by a Nationwide/Allied affiliated company in the State of Montana, had a claim for bodily injury under MPC and UIM coverages, and was denied stacked coverage benefits on her MPC claim. Ms. Greeno individually resolved her UIM claim for non-stacked benefits, while her claims for stacked coverage benefits remain pending and are subject to the terms of this proposed settlement.

### **Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members (defined below) avoid the risk, delay, and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation. The Class Representative, on her own behalf and on behalf of all Settlement Class Members, has entered into a Stipulation of Class Action Settlement (“Settlement Agreement”) with Nationwide/Allied, 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 thereunder, 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, 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 preliminary approval of the proposed settlement, the Court issued the following preliminary injunction/stay order effective May 30, 2008:

All Settlement Class Members are hereby preliminarily enjoined from commencing any lawsuit or proceeding concerning the claims and issues being litigated and proposed for resolution in this Lawsuit, except that this Stay Order shall cease to apply to individual claims of persons who have submitted a timely Request for Exclusion as provided in this Order ten (10) days after such exclusion request is submitted (as determined by postmark date).

All Settlement Class Members are subject to the Stay Order and cannot independently pursue claims except as allowed by the Court. Upon final approval of the proposed settlement, all Settlement Class Members who have not excluded themselves from the Settlement Class will be permanently barred from pursuing Released Claims against Nationwide/Allied (as set forth in the Release attached to this notice as Appendix A).

## **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” and a “Settlement Class Member” or “Class Member” covered by the settlement if you fall within the following class definition adopted by the Court:

Policyholders, their family members, and other identifiable insureds who purchased or were otherwise insured under a Nationwide/Allied personal automobile insurance policy or policies issued or renewed in the State of Montana, and who (a) were injured in a motor vehicle (including motorcycle or motor homes) accident; (b) were insured by Nationwide/Allied under one or more Medical Payments (MPC), Uninsured Motorist (UM), or Underinsured Motorist (UIM) coverages priced on a per vehicle basis; (c) did not receive the stacked benefit of all of those MPC, UM, or UIM coverages; and (d) on or after January 1, 1998, were entitled to stacked MPC, UM, or UIM coverage or additional stacked MPC, UM, or UIM coverages from Nationwide/Allied.

Excluded from the Settlement Class are: (i) Nationwide/Allied, any entities in which Nationwide/Allied has a controlling interest, and all of their legal representatives, heirs and successors; and (ii) members of the judiciary. Also excluded from the Settlement Class are individual MPC, UM, or UIM claims that are at issue in litigation filed and pending as of May 30, 2008 other than this Lawsuit.

You or someone located at your address were identified as a probable Settlement Class Member. You should assume that you are a Settlement Class Member, unless you can determine without a doubt that you are not. All Settlement Class Members will be bound by the settlement, unless they timely request exclusion.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **What Benefits Does the Settlement Provide?**

Settlement Class Members who do not exclude themselves from the settlement and who submit a valid Claim Form (or who are eligible for automatic review, as explained below) will be eligible to receive 100% of their stacked coverage benefits, plus 10% interest, subject to the Claim Review Standards in the Settlement Agreement (and summarized below).

Settlement Class Members shall also have the opportunity to contest Nationwide/Allied’s determinations regarding benefits and have any such disputes finally determined by a Neutral Evaluator appointed by the Court without the formality or strict evidentiary requirements of a judicial proceeding.

There is no cap on the aggregate amount of claims Nationwide/Allied will pay under the Settlement Agreement. Claims will not be reduced or paid pro rata based on the total amount of claims submitted under the proposed settlement. The Settlement Payments provided for in the Settlement Agreement and summarized in this notice shall be the only payments to which any Settlement Class Member will be eligible to recover.

Following is an explanation as to whether you need to submit a Claim Form, how to submit a Claim Form, the Claim Review Standards pursuant to which your claim will be reviewed, and the Neutral Evaluation Process.

### **Do I Need to Submit a Claim Form?**

Most Settlement Class Members will need to submit a Claim Form to commence a review of an MPC, UM, or UIM claim. Included with this notice is a Claim Form and Instructions for submitting your Claim Form. Please read and follow those instructions carefully.

Nationwide/Allied will automatically reopen, review, and pay benefits under the settlement for any MPC, UM, or UIM claim within the scope of the settlement where 95% or more of the unstacked limits for that coverage were previously paid on the claim. For any such claim, a Claim Form will only be required if the Settlement Class Member seeks to recover benefits in addition to those approved by Nationwide/Allied pursuant to the automatic review. Instructions for submitting a Claim Form for such additional benefits will be provided with the written notice of the results of the automatic review. If any of your claims are eligible for automatic review, included with this notice will be a yellow insert that identifies which claims will be automatically reviewed. Please read that insert carefully to understand your rights and obligations.

### **How do I Submit a Claim?**

Class Members whose MPC, UM, or UIM claims are not subject to automatic review as set forth above must submit a Claim Form in order to be entitled to additional review of their claim. The Claim Form must include any additional documentation or information the Class Member believes supports his or her claim for additional MPC, UM, or UIM benefits. In the event the Class Member has, after reasonable effort, been unable to obtain necessary information or documentation prior to the deadline for submitting his or her claim, the Class Member may request, no later than the deadline for submitting his or her claim, additional time and/or assistance from Class Counsel to obtain the information or documentation. A provision for such a request is included in the Claim Form. Any dispute concerning the affording of additional time shall be resolved by the Neutral Evaluator. Benefits for any damages not claimed and submitted with the Claim Form shall be waived.

Included with this notice is a Claim Form and Instructions for submitting your Claim Form. If you have multiple claims, you may use copies of the provided Claim Form. You may also get a Claim Form on the Internet at [www.NationwideAlliedGreenoSettlement.com](http://www.NationwideAlliedGreenoSettlement.com). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it by the deadline set forth below.

**Your completed Claim Form(s) must be sent by First-Class Mail, postage prepaid, and postmarked no later than January 30, 2009 and must be addressed to the Settlement Administrator at: Greeno Settlement Administrator, c/o Epiq Class Action & Claims Solutions, P.O. Box 6006, Portland, OR 97228-6006. Any extensions of the claim deadline will be posted at [www.NationwideAlliedGreenoSettlement.com](http://www.NationwideAlliedGreenoSettlement.com) and by recorded message at 1-877-273-9531.**

### **What are the Claim Review Standards?**

The Claim Form submission from a Class Member shall be reviewed by Nationwide/Allied's personnel and/or claims personnel retained by Nationwide/Allied. Nationwide/Allied shall be entitled to request from the Class Member a medical and wage authorization for release of medical and employment information.

Nationwide/Allied shall within a reasonable time period respond to the Claim Form submission advising of its review and proposed resolution of the MPC, UM, or UIM claim. Nationwide/Allied shall be entitled to make a submission to refute, modify or supplement the Claim Form documentation submitted by the Class Member. Nationwide/Allied shall provide their response to both the Class Member and Class Counsel. Upon the settlement becoming final, Nationwide/Allied shall advise Class Member claimants of the anticipated date that their claim will be reviewed and responded to.

Settlement Payments on valid claims shall be 100% of the amount of the Class Member's actual damages, plus interest as provided in the Settlement Agreement and summarized below, covered by the applicable MPC, UM, or UIM coverage(s), subject to the following:

- \* The total amount payable under any MPC, UM, or UIM claim shall not exceed the stacked coverage limits for the applicable coverage;
- \* Claims will be eligible for payment where no amount of stacked coverage benefits under MPC, UM, or UIM was previously paid or expressly offered in writing to the Class Member prior to May 4, 2006 (the date the Lawsuit was filed); no payments will be due under MPC, UM, or UIM coverage where some amount of stacked benefits under that coverage was paid or offered in writing prior to May 4, 2006;
- \* Claims will be eligible for payment under MPC, UM, or UIM even though the claim file may indicate the Class Member's acquiescence to the amount of benefits paid on the claim, except that no payment will be due to the Class Member under a particular coverage where: (1) a settlement has been approved by a court exercising jurisdiction over the matter, and the approved settlement does not expressly reserve the right to seek stacked coverage; or (2) (a) a release has been executed and does not expressly reserve the right to seek stacked coverage; and (b) either (i) the Class Member was represented by counsel when the release was signed or (ii) the release, or a writing that precedes it, indicates that the issue of whether or not the coverage should be stacked was expressly disputed by the Class Member;

- \* Claims for damages or benefits that would be untimely submitted under the applicable coverage terms will be eligible for payment under the settlement, but only if: (1) payments on the claim prior to review under this settlement were 95% or more of the non-stacked limits for the applicable coverage, or (2) evidence exists (e.g., correspondence, file note, or attestation by Class Member on Claim Form) that the Class Member was advised that stacked coverage was denied or would not be provided and then only to the extent the amounts claimed in this settlement exceed the non-stacked limits of the applicable coverage.

### **How will Interest be Calculated?**

Class Members who qualify for one or more Settlement Payments shall also receive as part of their Settlement Payments interest on medical services charges and other benefits paid under this settlement to be assessed at the rate of ten percent (10%) per annum, running from thirty (30) days after the date the medical services were incurred and running from 120 days after the date of the accident on other benefits.

When Nationwide /Allied and an individual Class Member reach agreement that all or some portion of the individual Class Member's Settlement Payment is undisputed, Nationwide/Allied shall have thirty (30) days to make payment of the undisputed portion of the Settlement Payment to that individual Class Member. If payment of the undisputed portion of the Settlement Payment is not made within the allowed thirty (30) days, Nationwide/Allied shall also pay, in addition to the Settlement Payment, interest on the Settlement Payment to be assessed at the rate of ten percent (10%) per annum, running from the date the given portion of the Settlement Payment became undisputed.

### **What is the Neutral Evaluation Process?**

Any disputes regarding payments to be made under the proposed settlement will be resolved by a "Neutral Evaluator." One or more "Neutral Evaluators" will be appointed by the Court upon joint recommendation from Class Counsel and Nationwide/Allied. The Neutral Evaluator's fees will be paid by Nationwide/Allied. Neither Nationwide/Allied, nor the Named Plaintiff, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator(s).

Class Members shall have sixty (60) days from receiving Nationwide/Allied's resolution of a settlement claim to submit a written appeal. If an appeal is timely submitted and the appeal is not otherwise resolved, it shall be reviewed and finally resolved by the Neutral Evaluator. The Neutral Evaluator's review shall be limited to damages or benefit determinations expressly appealed by the Class Member. The Neutral Evaluator shall apply the same Claim Review Standards and limitations applicable to Nationwide/Allied's review as set forth under Section 6.01.3 of the Settlement Agreement (and summarized above).

The Parties shall have ninety (90) days from the date of the appeal to make submissions regarding the damages or benefits in dispute. Formal rules of evidence shall not apply, but the materials considered should be reasonably reliable in the sole judgment of the Neutral Evaluator. The Neutral Evaluator, in his or her sole judgment, may request a hearing to assist in resolution of the objection, which may be attended by phone or in person by the Class Member, Class Counsel, and Nationwide/Allied and their counsel. The Neutral Evaluator shall decide the dispute within a reasonable time to be agreed upon after all timely submissions have been made, depending on the nature and complexity of the dispute. The Neutral Evaluator's decision shall be final and binding.

Class Members will receive additional notification of their right to appeal Nationwide/Allied's resolution of a settlement claim and to initiate the neutral evaluation process when Nationwide/Allied submits its proposed resolution of the Class Member's settlement claim.

### **Deceased, Minor, and Incapacitated Class Members**

Claims may be submitted by any attorney or interested person on behalf of a deceased Class Member's estate. Before any funds will be distributed by Nationwide/Allied, the Court shall approve the party submitting such a claim as the proper party to receive distribution of funds. In addition, when necessary, estates deemed entitled to benefits under this Stipulation shall be reopened before such benefits will be paid.

If any minor is a Class Member, court approval of the final distribution to that Class Member, pursuant to the applicable Montana rules, will be required. Nationwide/Allied reserves the right to require appointment of a conservator to sign for the funds to be distributed to minor Class Members.

Claims may be submitted by any attorney or interested person on behalf of an incapacitated Class Member. Before any funds will be distributed by Nationwide/Allied, the Court shall approve the party submitting such a claim as the proper party to receive distribution of funds.

### **When Would I get my Settlement Payment?**

Claims will be reviewed and payments issued only after the settlement is approved by the Court and any appeals are resolved. Please be patient; this process could take a long time. Updates will be provided on the Internet at [www.NationwideAlliedGreenoSettlement.com](http://www.NationwideAlliedGreenoSettlement.com) or via the toll free number 1-877-273-9531.

## **THE LAWYERS REPRESENTING YOU – CLASS COUNSEL**

### **Do I have a Lawyer in this Case?**

The Court has appointed the following lawyers to represent you and the other Settlement Class Members:

LAWRENCE A. ANDERSON, P.C.  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608  
Telephone: (406) 727-8466  
Toll-Free: (888) 707-8466

REX PALMER  
Attorney at Law  
Attorneys Inc. P.C.  
301 W. Spruce  
Missoula, Montana 59802  
Telephone: (406)728-4514

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/Allied will pay Class Counsel’s fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve payment of attorneys’ fees and expenses. Class Counsel will ask the Court to approve a total collective payment to their firms of attorneys’ fees and expenses up to \$775,000. Class Counsel will also ask the Court to approve a payment of \$5,000 to Nola Greeno for her 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/Allied 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.

## **RELEASE OF YOUR RIGHTS AND DISMISSAL OF THE LAWSUITS**

**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 DISMISSAL WITH PREJUDICE, INJUNCTIVE RELIEF, AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY, BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.**

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want Settlement relief from this settlement, but you want to keep the right to sue, 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.

### **How do I get out of the Settlement?**

To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) the Settlement Class Member’s name, and any former names under which the Settlement Class Member may have been insured by Nationwide/Allied; (2) the Settlement Class Member’s policy number or last four digits of the Settlement Class Member’s Social Security Number; (3) the Settlement Class Member’s address; (4) the Settlement Class Member’s expression of the desire to opt out or be excluded from the Settlement Class; and (5) 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 by each person or entity requesting exclusion.

**Your written request for exclusion must be sent by First-Class Mail, postage prepaid, and postmarked no later than September 27, 2008, and must be addressed to the Settlement Administrator at: Greeno Settlement Administrator, c/o c/o Epiq Class Action & Claims Solutions, P.O. Box 6006, Portland, OR 97228-6006.**

### **If I Exclude Myself, Can I get Money from the Settlement?**

No. If you ask to be excluded, you will not be eligible for any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the settlement or anything that happens in the Lawsuit.

### **If I don't Exclude Myself, May I Sue for the Same Thing Later?**

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this settlement.

## **OBJECTING TO THE SETTLEMENT**

### **How do I Object to the Settlement?**

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must submit a writing containing the following: (1) a prominent identifying reference to the case as follows "Greeno v. Nationwide/Allied, Cause No. CV-06-113-M-DWM"; (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; (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 to be held by the Court; 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.

**You must file your objection with the Court and send complete copies to Class Counsel and counsel for Nationwide/Allied by First-Class Mail, postage prepaid, postmarked no later than September 27, 2008, at the three addresses set forth below:**

| <u>Address For Filing With Court</u>   | <u>Class Counsel</u>   | <u>Counsel for Nationwide/Allied</u>  |
|--|--|---|
| Clerk of Court,<br>United States District Court<br>Russell Smith Courthouse<br>201 East Broadway<br>Missoula, MT 59801 | Lawrence A. Anderson, P.C.<br>Attorney at Law<br>#18 Sixth Street North, Suite 200<br>P.O. Box 2608<br>Great Falls, Montana 59403-2608 | Edward K. Cottrell, Esquire<br>Fowler White Boggs Banker P.A.<br>50 N. Laura Street, Suite 2200<br>Jacksonville, FL 32202 |

**Your objection will not be considered by the Court if you do not follow these procedures.**

### **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. Even if you object, you may still submit a Claim Form and you will still be bound by the settlement if it is approved by the Court. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to finally approve the settlement. You may attend and you may ask to speak, 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 1:30 p.m. on October 9, 2008, in the courtroom of the Honorable Donald W. Molloy, Russell Smith Courthouse, 201 East Broadway, Missoula, MT 59801. 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 how much to award Class Counsel and the Class Representative. 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 an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and observe, but it is not necessary.

### **May I or my Lawyer Speak at the Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing if you have timely objected to the settlement. To do so, you must notify the Court and the parties in writing. The writing must contain: (1) a prominent identifying reference to the case as follows "Greeno v. Nationwide/Allied, Cause No. CV-06-113-M-DWM"; (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; (4) the Settlement Class Member's address; and (5) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name (and, if an entity,

its Tax I.D. number), address, telephone number, and bar number. You cannot speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

**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/Allied postmarked no later than September 27, 2008, at the three addresses set forth below:**

Court

Clerk of Court,  
United States District Court  
Russell Smith Courthouse  
201 East Broadway  
Missoula, MT 59801

Class Counsel

Lawrence A. Anderson, P.C.  
Attorney at Law  
#18 Sixth Street North, Suite 200  
P.O. Box 2608  
Great Falls, Montana 59403-2608

Counsel for Nationwide/Allied

Edward K. Cottrell, Esquire  
Fowler White Boggs Banker P.A.  
50 N. Laura Street, Suite 2200  
Jacksonville, FL 32202

**WHAT IF I DO NOTHING**

If you do nothing, you will get no money from the settlement – except for those coverage claims eligible for automatic review as provided in the Settlement Agreement and summarized in this notice. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide/Allied and the Released Parties about the legal issues in the Lawsuit and the Released Claims, ever again.

**TAX CONSEQUENCES**

The Settlement Payments 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 Settlement 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 a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator or visiting the website below. You can call 1-877-273-9531 toll free; write to Greeno Settlement Administrator, c/o Epiq Class Action & Claims Solutions, P.O. Box 6006, Portland, OR 97228-6006; or visit the website at [www.NationwideAlliedGreenoSettlement.com](http://www.NationwideAlliedGreenoSettlement.com), where you will find answers to common questions 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 settlement relief. You may also contact Class Counsel at the address or telephone number provided on page 7 of this notice. Updates regarding the settlement will be posted on the website and summarized in a message provided on the toll free number.

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

DONALD W. MOLLOY, DISTRICT JUDGE  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA

## **APPENDIX A -- RELEASE**

The Named Plaintiffs, and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge Nationwide/Allied of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

“Nationwide/Allied”, as used in this Release, means and includes the named defendants in the Lawsuit, Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including without limitation, Nationwide Mutual Fire Insurance Company and Nationwide Property and Casualty Insurance Company, and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, financial or investment advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators.

“Released Claims” mean and include any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state, or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Named Plaintiff or any Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences prior to Final Judgment entered in the Lawsuit involving, based on, arising out of, related to, or in any way connected with, directly or indirectly, Nationwide/Allied’s design, underwriting, pricing, promotion, sale, or servicing of Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverage on which premiums were charged on a per vehicle basis and in force during the Class Period, as well as Nationwide/Allied’s review, handling, payment, adjustment or denial of claims for Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverages for claims that were open or could have been made during any part of the Class Period to the extent any such claims seek or relate to stacked coverage benefits.

Included as Released Claims, by example and without limitation, are claims for breach of contract, breach of the duty of good faith and fair dealing, negligence, bad faith, willful and wanton conduct, breach of statutory duties, actual or constructive fraud, intentional or negligent misrepresentations, fraudulent inducement, outrageous conduct, statutory and consumer fraud, breach of fiduciary duty or quasi-fiduciary duty, unfair or deceptive business or trade or insurance acts or practices, violation of Section 33-18-201, MCA, et seq., insurance premium overcharges or a refund or rebate of premiums, anticipatory repudiation, restitution, rescission, disgorgement, reformation, injunctive or declaratory relief, claims for compensatory, consequential, and punitive or exemplary damages, damages based on statutory violations, remedies, or penalties, damages in excess of actual damages, damages for physical or bodily injury, or other injuries to person, property, or psyche, damages for emotional distress or mental anguish, lost wages, loss of income, attorneys’ fees, interest, costs, penalties, and any other damages.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

**CLAIM FORM**

Please refer to the Instructions for Submitting a Claim Form on the reverse side of this form  
(copies of this form may be made and used for submission of additional claims)

**PART I: IDENTIFICATION:**

|  |
|--|
| Settlement Class Member's Name: _____    |
| Address: _____<br>_____                  |
| City: _____ State: _____ Zip Code: _____ |
| Phone Number: _____                      |

**PART II: CLAIM INFORMATION**

Policy Number (if available): \_\_\_\_\_

Claim Number (if available): \_\_\_\_\_

I had more than one policy issued by Nationwide/Allied and in force as of the date of my accident that provided MPC, UM, or UIM coverage. The policy number(s) for the additional policy or policies are:

\_\_\_\_\_.

**PART III: DOCUMENTATION**

PLEASE INCLUDE WITH YOUR CLAIM FORM SUBMISSION ANY DOCUMENTS THAT YOU WANT CONSIDERED IN REVIEW OF YOUR CLAIM, AS EXPLAINED IN THE CLASS NOTICE AND INSTRUCTIONS.

**Request for Assistance:** I have, after reasonable effort, been unable to obtain necessary information or documentation prior to the deadline for submitting this Claim Form. I therefore request assistance from Class Counsel in obtaining such documentation. **Check and initial if applicable:**  \_\_\_\_\_.

**PART IV: AFFIRMATIONS**

The undersigned affirms and attests 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.
- The enclosed documentation is a true and accurate representation of my medical charges and treatment records as well as any other expenses or damages for which I seek recovery under the proposed settlement and applicable MPC, UM, or UIM coverages. To the extent any such expenses or damages have been compromised, discharged, or released, in full or part, I have provided documentation pertaining to that compromise, discharge, or release.
- I am the legal holder of the right to receive the insurance benefits provided for under the policy and/or insurance claim identified above, and that right has not been assigned or otherwise transferred to another person or entity.

Pursuant to 28 U.S.C. § 1746, I certify under the penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**PART V: DECEASED, MINOR, AND INCAPACITATED CLASS MEMBERS:**

The undersigned represents that the Settlement Class Member is (indicate whether deceased, minor, or incapacitated) \_\_\_\_\_, and I am duly authorized to act on the Settlement Class Member's behalf as a consequence of (indicate relationship to Settlement Class Member or source of authority) \_\_\_\_\_.

I have included with this Claim Form any applicable documentation evidencing my authority to act on behalf of the Settlement Class Member.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## INSTRUCTIONS FOR SUBMITTING A CLAIM FORM

These Instructions are provided to assist you in completing your Claim Form, and do not modify the terms of the Settlement Agreement. Capitalized terms shall have the meaning provided in the Notice of Proposed Class Action Settlement and Fairness Hearing (the "Class Notice").

Class Members whose Medical Payments ("MPC"), Uninsured Motorist ("UM"), or Underinsured Motorist ("UIM") claims are not subject to automatic review must timely submit a valid Claim Form in order to be entitled to additional review of their claim. A Claim Form submission will be deemed valid only if it is completed and timely submitted with supporting documentation as provided in the Settlement Agreement and set forth below. A separate Claim Form and supporting documentation must be timely submitted for each separate underlying claim for insurance benefits (i.e., distinct claim number, patient/claimant, or date of loss) for which settlement relief is sought.

**Your completed Claim Form must be sent by First-Class Mail, postage prepaid, and postmarked no later than January 30, 2009 and addressed to the Greeno Settlement Administrator, c/o Epiq Systems Class Action & Claims Solutions, P.O. Box 6006, Portland, OR 97228-6006. You may also contact Class Counsel directly as follows: Larry Anderson at 1-888-707-8466 (toll-free) or 1-406-727-8466, or Rex Palmer at 1-406-728-4514. Any extensions of the claim deadline will be posted at [www.NationwideAlliedGreenoSettlement.com](http://www.NationwideAlliedGreenoSettlement.com) and by recorded message at 1-877-273-9531.**

### A VALID CLAIM FORM MUST INCLUDE THE FOLLOWING:

#### **PART I: IDENTIFICATION**

Please provide the following information: the Settlement Class Member's Name, current Address to which any correspondence or payment should be directed including City, State, and Zip Code, and a contact telephone number. If your name has changed since the time of your original claim for benefits, please also provide your former name.

#### **PART II: CLAIM INFORMATION**

In the space provided, please print your policy number and claim number (if available). If you believe you may be entitled to stacked benefits due to separate policies issued by Nationwide/Allied that provided MPC, UM, or UIM coverage, you must identify all policy numbers that you believe provide applicable coverage.

#### **PART III: DOCUMENTATION**

You must submit with your Claim Form any additional documentation or information that you believe supports your claim for additional MPC, UM, or UIM benefits. Such documentation may include medical charges and supporting records or other expenses or damages covered by the applicable MPC, UM, or UIM benefits. Nationwide/Allied may also consider any available records previously submitted and retained in the claim file for the applicable MPC, UM, or UIM claim.

**Request for Assistance:** In the event you have, after reasonable effort, been unable to obtain necessary information or documentation prior to the deadline for submitting your claim, you may request, no later than the deadline for submitting your claim, additional time and/or assistance from Class Counsel to obtain the information or documentation. A provision for such a request is included in the Claim Form. Any dispute concerning the affording of additional time shall be resolved by the Neutral Evaluator.

**Benefits for any damages not claimed and submitted with the Claim Form shall be waived.**

#### **PART IV: AFFIRMATIONS**

You must sign the Claim Form attesting to the affirmations set forth therein that show you are eligible for settlement relief. The Claim Form does not need to be notarized. All claims are subject to verification.

#### **PART V: DECEASED, MINOR, AND INCAPACITATED CLASS MEMBERS**

If you are submitting a Claim Form on behalf of a Settlement Class Member who is deceased, a minor, or incapacitated, you must indicate the source of your authority to act on behalf of the Class Member, and provide any applicable documentation evidencing your authority. Payment of all such claims are subject to the limitations provided in the Settlement Agreement and summarized in the Class Notice.

[Concerning Stacked Coverage Benefits provided under coverage  
Issued by Nationwide Insurance, Allied Insurance, and/or their affiliated companies]

**Legal Notice of Proposed Class Action Settlement and Fairness Hearing**

Greeno Settlement Administrator  
c/o Epiq Class Action & Claims Solutions  
PO Box 6006  
Portland, OR 97228-6006