

EXHIBIT 2

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12 *Attorneys for Plaintiff*

13 UNITED STATES DISTRICT COURT
 14 FOR THE DISTRICT OF ARIZONA

15 Jennifer Dale, on behalf of herself and all
 16 others similarly situated,

17 Plaintiff,

18 v.

19 Travelers Property Casualty Insurance
 20 Company,

21 Defendant.

22 Cameron Bode, a single man,

23 Plaintiff,

24 v.

25 Travelers Property Casualty Insurance
 26 Company,

27 Defendant.
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Case No. CV-22-01659-PHX-SPL
 CV-22-01847-PHX-SPL

(Consolidated)

**DECLARATION OF ROBERT B.
 CAREY IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL
 OF CLASS ACTION SETTLEMENT
 AND CERTIFICATION OF
 SETTLEMENT CLASS**

(Honorable Steven P. Logan)

DECLARATION OF ROBERT B. CAREY

I Robert B. Carey, declare and state:

1. I am a partner at Hagens Berman Sobol Shapiro, LLP, counsel of record for Plaintiffs in the above-entitled action. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class.

2. I have personal knowledge of the matters set forth in this declaration and if called to testify to the facts stated herein, I could and would do so completely.

3. Proposed Class Counsel spent significant time and resources investigating *Franklin v. CSAA General Insurance Co.*, and the related cases, with the intention of coordinating litigation efforts across the cases.

4. On February 21, 2023, Proposed Class Counsel Hagens Berman filed Franklin's Supplemental Brief Regarding Certified Questions with the Arizona Supreme Court.

5. On February 21, 2023, CSAA, the defendant in *Franklin*, similarly filed a supplemental brief.

6. In response to that briefing, four insurance companies and two insurance groups filed a total of five amicus briefs in support of CSAA, totaling seventy-four pages of briefing.

7. Hagens Berman filed a combined response to all five amicus briefs, which consisted of thirty-eight pages of additional briefing.

8. The Slavicek Law Firm, co-counsel in this case, filed a separate amicus brief.

9. The Arizona Supreme Court held oral argument on the certified questions on April 18, 2023.

10. John DeStefano of Hagens Berman argued those certified questions before the court.

1 11. On January 19, 2024, Plaintiffs issued fifty Requests for Production,
2 fourteen Requests for Admission, and twenty-three Interrogatories to Travelers.

3 12. On March 5, 2024, in response to those requests, Travelers produced
4 portions of Plaintiffs' respective claims files as well as copies of the Plaintiffs' policies
5 and Travelers' standard form policies.

6 13. While maintaining various legal arguments and defenses, Travelers also
7 admitted that it did not send notice letters to Plaintiffs of the right to select coverage, but
8 denied it had any legal requirement to send such a notice, among other things, "because
9 there was no possible choice for" the Plaintiffs to make.

10 14. While the parties were conducting discovery, they were also mediating the
11 case.

12 15. Travelers also provided initial class member discovery and data to Plaintiffs
13 for the purposes of settlement. For insureds that fit within the class definition, Travelers
14 provided: (1) the date of loss; (2) the notice of loss date; (3) the type of coverage
15 (UM/UIM); (4) the UM/UIM limits per person; (5) the number of vehicles on the policy;
16 (6) the stacked coverage limit; (7) the amount paid; (8) medicals and anticipated future
17 medicals; (9) lost wages and anticipated lost wages; (10) whether the insured signed a
18 release; and (11) Traveler's estimated exposure.

19 16. This information was provided without including any personal identifying
20 information about the putative class members.

21 17. Plaintiffs' counsel prepared a sixteen-page mediation memo in anticipation
22 of the first mediation.

23 18. Plaintiff explained in his mediation memo that if the parties went to trial,
24 Plaintiff would seek compensatory damages, interest, and punitive damages.

25 19. Parties participated in a half-day mediation in January and an all-day
26 mediation in February.

27 20. At those sessions, progress was made, but the Parties failed to settle.

28 21. On June 3, 2023, the parties participated in a full day, in-person mediation.

1 22. The parties agreed on the key terms of the settlement, executing a Term
2 Sheet the same day.

3 23. The projected final assessment of the value of the UM/UIM insurance
4 benefits owed to the class is no less than \$9.3 million.

5 24. Plaintiff's Counsel, with the assistance of experts, previously estimated
6 counterfactual settlement payments using statistical techniques such as Kaplan–Meier
7 curve analysis and maximum likelihood estimation of censored claim data.

8 25. This experience shows that there is a strong relationship between unpaid
9 loss and the available insurance funds.

10 26. This relationship varies by claim time and individual insurance limit. Loss
11 ranges between 10-80% of available incremental insurance limits, depending on claim
12 type and coverage limits.

13 27. When this relationship is applied to class data the estimated amount that
14 would have been paid to class members had the allegedly appropriate limits been applied
15 is \$9.3 million.

16 28. Each Class Member's allocated percentage is based on Travelers exposure
17 data, which assures a fair allocation to each Class Member.

18 29. Because this is a common fund settlement, the costs of notice and
19 distribution and attorneys' fees and costs will be paid out of the Settlement Fund. Based
20 on conversations Plaintiffs' counsel have had with Epiq, the estimated costs of notice and
21 distribution are \$20,000.

22 30. Through July 29, 2024, Class Counsel has advanced costs of \$46,679.43,
23 and will seek no more than \$60,000 in costs, absent an appeal.

24 31. Plaintiffs assisted with drafting their factual allegations in the Complaints,
25 provided and were involved in the settlement process.

26 32. Rather than seeking a quick, individual settlement, Bode agreed to bring
27 claims on behalf of the Class, sacrificing what he could have recovered, to ensure the
28 entire Class was compensated.

1 33. Bode also spent significant time assisting Class Counsel in investigating and
2 prosecuting the action.

3 34. He assisted with drafting the factual allegations in his Complaint and was
4 involved throughout the litigation including ensuring Class Counsel received updated
5 medical records and bills, and staying involved in the settlement discussions, which
6 included multiple mediations.

7 35. Similarly, Dale sacrificed her own quick recovery to represent the Class.

8 36. She was actively involved in drafting the factual allegations in her
9 Complaint and the Consolidated Complaint, provided Class Counsel with her documents,
10 and was involved in the settlement discussions.

11 37. Class Counsel considered a variety of methodologies to calculate the
12 counterfactual payments Travelers would have paid had the allegedly proper limits been
13 applied that included assessing special damages of the Settlement Class, and estimating
14 total damages based on a multiple of such damages, adjusting to account for severity, and
15 capping to reflect proper limits.

16 38. Class Counsel also considered and/or developed several statistical models
17 including Kaplan–Meier curves, maximum likelihood estimations of censored claim data
18 (product limit estimators), single and double component Weibull distributions, and mixed
19 models designed to fit case data and other settlement data.

20 39. The results of these efforts were then adjusted to reflect proper policy limits,
21 statute of limitations issues, and release claims.

22 40. Once the aggregate number was negotiated, Class Counsel developed and
23 will apply a reasonable formula to allocate each Settlement Class Member an appropriate
24 share the aggregate recovery.

25 41. Using data provided by Travelers, that formula accounts for the date of the
26 claim, the amount of UM/UIM coverage available, the relative value of the claim, whether
27 the Class Member had a statute of limitations issue on the contract claim, and whether the
28 Settlement Class Member signed a release.

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42. Class Counsel ran several models to predict the settlement value, including models for other cases, and used those models to cross-check the value of this settlement.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

DATED July 31, 2024.

HAGENS BERMAN SOBOL SHAPIRO LLP

By:  _____