

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you were injured in a collision and Amica Mutual Insurance Company paid you the policy limit for uninsured or underinsured motorist coverage on one vehicle, but the policy also covered one or more other vehicles, you could be included in a class action settlement.**

*The United States District Court for the District of Arizona ordered this notice.  
This is not an advertisement or solicitation from a lawyer. You are not being sued.*

- The Court has preliminarily approved a proposed settlement in a lawsuit pending in the United States District Court for the District of Arizona (the “Court”) against Amica Mutual Insurance Company (“Amica” or “Defendant”). Plaintiff’s legal claims in the lawsuit arise out of how Amica paid underinsured or uninsured motorist claims.
- Arizona law dictates that multi-vehicle insurance policies that provide uninsured or underinsured motorist coverage provide separate coverage for each vehicle and, unless an insurance company complies with the statutory requirements to limit an insured’s coverage to a single vehicle, an insured may stack coverage, meaning they may be entitled to recover up to the policy limits for each insured vehicle.
- Plaintiff alleges Amica failed to provide the required policy language and notice under Arizona law, and, as a result, failed to pay up to the uninsured and underinsured policy limits for each additional vehicle covered by the policy. Amica denies any wrongdoing. The Court has not decided who is right.
- Your legal rights are affected whether you act or don’t act. These rights and options — **and the deadlines to exercise them** — are explained in this notice. **Please read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT</b>	If you are a Class Member and you do nothing regarding the Settlement, you will remain part of the Class and you will receive a payment from the Settlement if the Court approves the Settlement. The Settlement will resolve your legal claims against Amica, and you will give up your rights to sue Amica about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.
<b>ASK TO BE EXCLUDED BY MAY 21, 2026, RETAIN YOUR RIGHT TO SUE AND RECEIVE NO SHARE OF THE SETTLEMENT</b>	<b>Get out of this Settlement. Get no benefits from it.</b> You may request to be excluded from the Settlement. To do this, you must submit a timely and valid request for exclusion to remove yourself from the Settlement. If you ask to be excluded, you will not receive any money from the Settlement, but you will keep any right to sue Amica separately about the legal claims in this lawsuit. This is the only option that allows you to retain your right to sue Amica for legal claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.
<b>OBJECT</b>	If you are a Class Member, you may write to the Court about why you don’t like the Settlement with Amica. Objections must be postmarked by May 21, 2026.
<b>ATTEND THE FAIRNESS HEARING</b>	You may request to speak in Court about the fairness of the Settlement. The Final Fairness Hearing will be held June 17, 2026 at 3:00 p.m.

## BASIC INFORMATION ABOUT THE LAWSUIT

### 1. What is the lawsuit about?

The name of the lawsuit is *Chase Whitehead v. Amica Mutual Insurance Company*, and it is pending in the United States District Court for the District of Arizona (Case No. 22-cv-01978-PHX-DJH). The Plaintiff's legal claims arise out of how Amica paid its insureds for uninsured and underinsured ("UM/UIM") motorist claims.

Arizona law requires an insurer to (1) include policy language that disavows the possibility of stacking and (2) provide timely written notice to its insureds that they have the right to select one policy or coverage when they are making a UM/UIM claim. If the insurer does not include the required policy language and provide the required notice, insureds making a UM/UIM claim are entitled to recover up to the policy limits for each vehicle insured, that is, "stack" their insurance coverage. Plaintiff alleges Amica failed to include the required policy language and provide the required notice to Class Members and was therefore required to stack their insureds' UM/UIM coverage. Plaintiff asserts legal claims against Amica for breach of contract and breach of the covenant of good faith and fair dealing.

You can read the Complaint at [AZUMInsuranceclaims6.com](http://AZUMInsuranceclaims6.com).

### 2. What is Amica's response?

Amica denies that it did anything wrong. The Court has not found that Amica did anything wrong. You can read Amica's Answer to the Complaint at [AZUMInsuranceclaims6.com](http://AZUMInsuranceclaims6.com).

### 3. What is a class action?

In a class action lawsuit, one or more people called the "plaintiff" or "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." The court appoints the plaintiff to serve as "class representative." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Section 12 below.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Amica (Defendant). Plaintiff believes that, had the Court made a decision, he may have won at trial and possibly obtained a greater recovery. Amica believes that, had the Court made a decision, Plaintiff would not have won at a trial and that Plaintiff would have recovered nothing against it. Litigation involves risks to both sides, and Plaintiff and Amica have agreed to the Settlement. The Settlement requires Amica to pay money (as set forth in the Settlement Agreement). You may request a copy of the Settlement Agreement from Class Counsel (see Section 15 below). Plaintiff and his attorneys believe the Settlement is in the best interests of all Class Members.

## WHO IS IN THE CLASS?

### 5. Am I part of the Class?

The Court has decided, unless you submit a valid and timely request to be excluded, you are a Member of the Class based on Amica's records.

### 6. I'm still not sure if I'm included. What do I do?

If you are still not sure whether you are included in the Settlement, you can get free help at [AZUMInsuranceClaims6.com](http://AZUMInsuranceClaims6.com), by calling 1-877-239-0879, or by calling or writing to the lawyers in this case at the phone number or address listed in Section 15 below.

## THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH DEFENDANT

### 7. What does the Settlement provide?

If the Settlement is approved, Amica will pay \$2,875,000.00, minus any reductions made if anyone excludes themselves from the Class. This Settlement will resolve all Class Members' legal claims against the Amica for the Released Claims (as defined in the Settlement Agreement).

### 8. What is the Settlement Fund being used for?

No money will be distributed until the Court grants final approval of the Settlement Agreement. A portion of the Settlement Fund has been and will be used by the Settlement Administrator for notice and administration costs. Additionally, Class Counsel may request that the Court award attorneys' fees, litigation costs and expenses to Class Counsel, and provide a service award to the Class Representative. For additional details see Section 16 below.

The portion of the Settlement Fund that remains after payment of the Settlement Administrator's notice and administration costs, Court-ordered attorneys' fees and litigation costs, and the Class Representative's service award will be distributed to Class Members in accordance with the attached Exhibit A, as ordered by the Court. Class Members are identified in the attached Exhibit A by their first and last initials or, if more than one Class Member has the same initials, by the first two letters of their first name and their last initial. If any Class Member(s) elects to exclude themselves from the Class, the Settlement Fund will be reduced as set forth in the Settlement Agreement. Each Class Member's proportionate share will be recalculated to reflect the new amount of the Settlement Fund for the reduced number of Class Members. That recalculation (new amount) will be provided to the Court ahead of the Fairness Hearing. You may request this information from Class Counsel (see Section 15 below).

## HOW DO YOU GET A PAYMENT

### 9. How do I get a payment from the Settlement?

If you are Class Member and you stay in the Class, a payment will be sent to you automatically once the Settlement is approved. You do not need to do anything to receive a payment.

## YOUR RIGHTS AND OPTIONS

### 10. How do I stay in the Class?

You do not have to do anything to stay in the Class. By doing nothing, you will get a payment for your share of the Settlement as outlined above. By staying in the Class, you give up your right to separately sue Amica for the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

### 11. How do I exclude myself from the Class?

You can exclude yourself from (or "opt out" of) the Class by sending a letter by mail to the Settlement Administrator. The exclusion letter must include:

- a) Your full name, address, and email;
- b) The name of this case: *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. 22-cv-01978-PHX-DJH; and
- c) A clear statement that you want to be excluded from the Class.

You must sign and date your exclusion letter, and it must be **received by May 21, 2026**. Mail your exclusion letter to:

*Chase Whitehead v. Amica Mutual Insurance Company*  
Exclusion Request  
P.O. Box 2755,  
Portland, OR 97208-2755

## 12. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won't get any money from the Settlement Fund. You will not be bound by the Settlement Agreement or the judgment the Court makes in this lawsuit. By excluding yourself, you will retain any right you may have to sue Amica about the legal claims alleged in this lawsuit at your own expense.

## OBJECTING TO THE SETTLEMENT

## 13. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can object to the Settlement - ask the Court to deny approval of the Settlement Agreement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the Settlement must be made in writing and must include the following information:

- a) Your full name, address, telephone number, and email address;
- b) The name and number of the case: *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. 22-cv-01978-PHX-DJH;
- c) Whether the objection applies only to you (the "Objector"), to a specific subset of the Settlement Class, or to the entire Settlement Class;
- d) The specific grounds for the objection, including any legal and factual basis for the objection; and
- e) Whether you intend to appear at the Final Fairness Hearing, either in person or through your own attorney, and, if so, identify the witnesses and evidence you may seek to present at the Final Fairness Hearing.

If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you choose to appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) be submitted to the Court by mailing them to the Clerk of the Court, United States District Court for the District of Arizona, with a copy mailed Class Counsel at the addresses listed below, by filing them in person at any location of the United States District Court for the District of Arizona, or by filing them through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, and (b) be filed or postmarked on or before May 21, 2026, no later than 11:59 p.m. Arizona Time.

**Court:**

Clerk of the Court  
United States District Court District of Arizona  
401 W. Washington Street  
Phoenix, AZ 85003

**Class Counsel:**

Clerk of the Court  
United States District Court District of Arizona  
401 W. Washington Street  
Phoenix, AZ 85003

## 14. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you cannot object to the Settlement because the Settlement no longer affects you.

## THE LAWYERS REPRESENTING YOU

### 15. As a Class Member, who represents me in this case?

The Court has appointed Plaintiff Chase Whitehead as the Class Representative and the following lawyer and law firm as “Class Counsel” to represent you and other Class Members:

Robert B. Carey  
HAGENS BERMAN SOBOL SHAPIRO LLP  
11 W. Jefferson Street, Suite 1000  
Phoenix, AZ 85003

You may contact Class Counsel by writing to the address above, sending an email to [stacking@hbsslaw.com](mailto:stacking@hbsslaw.com), or calling (602) 840-5900.

### 16. How will the lawyers be compensated? Will the Class Representative receive any money?

At the Final Fairness Hearing, or at a later date, Class Counsel will ask the Court for attorneys’ fees based on their services in this litigation, not to exceed 30% of the Settlement Fund, may ask to be reimbursed for up to \$13,000 in current and ongoing litigation expenses, and up to \$7,500 as a service award for the Plaintiff serving as Class Representative. Any payment to Class Counsel will be subject to Court approval, and the Court may award less than the requested amount. Class Counsel will file that request at least thirty days before the objection deadline. You can request a copy from Class Counsel (see Section 15 above). You will have an opportunity to comment on this request if you would like.

### 17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you. If you choose to appear through your own attorney, you are responsible for hiring and paying that attorney.

## THE COURT’S FAIRNESS HEARING

### 18. When and where will the Court decide on whether to approve the Settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don’t have to. The Court will hold the hearing on June 17, 2026, at 3:00 p.m., at the United States District Court for the District of Arizona, Courtroom 625, 401 W. Washington Street, Phoenix, AZ 85003 (or on another date, which may be posted on the Court’s public website). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Section 20, but you don’t have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class.

### 19. Do I have to attend the Final Fairness Hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to Court to talk about it. As long as the Court receives your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary. You or your own lawyer are welcome to come at your own expense.

### 20. May I speak at the Final Fairness Hearing?

You may ask to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Chase Whitehead v. Amica Mutual Insurance Company*, Case No. 22-cv-01978-PHX-DJH.” Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than April 21, 2026, and it must be sent to the Clerk of the Court and Class Counsel. The address for the Clerk of the Court is: 401 W. Washington Street, Phoenix, AZ 85003. The address for Class Counsel is provided in Section 15. You cannot ask to speak at the hearing if you excluded yourself from the Class.

**GETTING MORE INFORMATION****21. How do I get more information?**

This notice summarizes the Settlement. For more information, please visit the settlement website at [AZUMInsuranceclaims6.com](http://AZUMInsuranceclaims6.com). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available on the settlement website, by contacting Class Counsel (see Section 15 above) to request a copy or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Arizona, 401 W. Washington Street, Suite 130, Phoenix, AZ 85003, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.**