# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

AUDRIUS DIDJURGIS V. UNIQUE INSURANCE COMPANY
2024 L 14173 (Circuit Court of Cook County, Illinois)

***The Circuit Court of Cook County, Illinois authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action lawsuit ("Action") against Unique Insurance Company (abbreviate name; "Unique" is used herein as a placeholder) for collection of subrogation payments. The Action was filed by Audrius Didjurgis and seeks payment of subrogation payments made to Unique Insurance ("Class Members")

The proposed Settlement is a Class Settlement requiring Unique Insurance to fund Individual Class Payments.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Unique to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Unique.

If you paid subrogation payments to Unique during the Class Period, you have two basic options under the Settlement:

(1) **Submit a Claim Form**. You must submit a Claim Form to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert a claim against Unique Insurance.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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| **You Must Complete a Claim Form to Participate in the Settlement** | You must complete a claim form to participate in the settlement. In exchange for an Individual Class Payment, you will give up your right to assert the claims against Unique that are covered by this Settlement (Released Claims). |
| **You Can Opt-out of the Class Settlement**<br><br>**The Opt-out Deadline is <u>SEPTEMBER 21, 2026</u>.** | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. |
| **Participating Class Members Can Object to the Class Settlement**<br><br>**Written Objections Must be Submitted by <u>SEPTEMBER 21, 2026.</u>** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice. |
| **You Can Participate in the Final Approval Hearing on <u>OCTOBER 21, 2026</u>.** | The Court's Final Approval Hearing is scheduled to take place on **OCTOBER 21, 2026, at 10:00a.m.** You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice. |
| **You Can Challenge the Calculation of Your Individual Payment**<br><br>**Written Challenges Must be Submitted by <u>SEPTEMBER 21, 2026</u>.** | The amount of your Individual Class Payment depends on how much money use paid to Unique Insurance during the Class Period. The amount you paid to Unique during the Class Period according to Unique's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by **SEPTEMBER 21, 2026**. See **Section 4** of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff was involved in an auto accident with a person insured by Unique Insurance Company. The Action accuses Unique Insurance of violating Illinois law by sending deceptive, unfair and misleading demands for payment related to insurance claims. Plaintiff is represented by attorneys in the Action:

Keith L. Gibson, GIBSON LAW GROUP, LLC, 411 North Main Street, Suite 150, Glen Ellyn, IL 60137. ("Class Counsel.")

Unique Insurance strongly denies violating any laws and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Unique Insurance or Plaintiff is correct on the merits. In the meantime, Plaintiff and Unique Insurance used Magistrate Judge Sheila M. Finnegan, an experienced, neutral mediator.

In an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Unique Insurance have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Unique Insurance does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Unique Insurance has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Unique Insurance Will Pay $390,000.00 as the Gross Settlement Amount (Gross Settlement). Unique Insurance has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Unique Insurance will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court

enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $40% of the Gross Settlement to Class Counsel for attorneys' fees and up to $10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.

   C. Up to $35,000 to the Administrator for services administering the Settlement.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their payments to Unique Insurance.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 30 days, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **SEPTEMBER 21, 2026,** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue a separate claim against Unique Insurance.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Unique Insurance have agreed that, in either case, the Settlement will be void, will not pay any money and Class Members will not release any claims against Unique Insurance.

7. Administrator. The Court has appointed a neutral company Angeion Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges regarding mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Judgment is final and Unique Insurance has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Unique Insurance or based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to the allegations of the Action (the "Released Claims"). "Released Claims" do not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim not related to the Action.

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of claims made by all Participating Class Members.

## 5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) who submit valid claims. All claims must be submitted by **SEPTEMBER 7, 2026**.

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Audrius Didjurgis v. Unique Insurance Company, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by SEPTEMBER 21, 2026, or it will be invalid.** You may submit an opt-out request to Subrogation Letter Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Unique Insurance are asking the Court to approve. At least 14 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.SubrogationLetterSettlement.com.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is SEPTEMBER 21, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Audrius Didjurgis v. Unique Insurance Company and include your name, current address, telephone number, and sign the objection. You may send an objection to:

Subrogation Letter Settlement,
Attn: Objections,
P.O. Box 58220,
Philadelphia, PA 19102.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **OCTOBER 21, 2026, at 10:00a.m.** At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.SubrogationLetterSettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Unique Insurance and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at www.SubrogationLetterSettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Circuit Court of Cook County Website and entering the Case Number for the Action, Case No. 24 L 14173.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:
Name of Attorney: Keith L. Gibson, Esq.
Email Address: keith@keithgibsonlaw.com;
Name of Firm: GIBSON LAW GROUP LLC
Mailing Address: 411 North Main Street, Suite 150, Glen Ellyn, IL 60137
Telephone: (630) 677-6745

Administrator:
Name of Company: Angeion Group
Mailing Address: Subrogation Letter Settlement, c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103
Telephone: (833) 863-4151
Email Address: info@subrogationlettersettlement.com

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void your funds will be sent to the Cy Pres Recipient.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.