

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

f) directing that notice be given to Class Members consistent with the Settlement Agreement, Rule 52.08 and other applicable law; and

g) setting a hearing date and briefing schedule for final settlement approval, Class Counsel's fee and expense application, and determination of an appropriate incentive award for the representative plaintiff;

WHEREAS, Defendant does not object to Plaintiff's motion;

WHEREAS, the Court has considered the Settlement Agreement and accompanying documents and exhibits; and

WHEREAS, all parties have consented to the entry of this Preliminary Approval Order Approving Class Action Settlement ("Preliminary Approval Order");

IT IS HEREBY ORDERED THAT:

1. The capitalized terms used in this Preliminary Approval Order have the same meaning as those defined in the Settlement Agreement, unless otherwise stated.

2. Pursuant to Missouri Supreme Court Rule 52.08 this action is hereby certified, for settlement purposes only, on behalf of the following settlement class, as set forth in the Settlement Agreement ("Settlement Class"):

All persons who from June 5, 2012 until the date of preliminary approval: (1) were issued policies in Missouri by Defendant; (2) made a structural damage claim; (3) an Xactimate or other computerized estimate was used in determination of the payment; and, (4) from which Nonmaterial Depreciation was withheld, or that would have resulted in an ACV Payment, but for the withholding of Nonmaterial Depreciation causing the loss to drop below the applicable deductible. The term "Nonmaterial Depreciation" means the application of depreciation to any portion of estimated replacement cost other than the estimated cost of materials (including sales tax). "Nonmaterial Depreciation" includes the application of either the "depreciate removal," "depreciate non-material" and/or "depreciate O&P" option settings within Xactimate software or similar depreciation option settings in any other software used to prepare an estimate on putative class members' claims. It also means labor that was manually or otherwise depreciated from a replacement cost estimate, including but not limited to "straight line" depreciation.

The Settlement Class does not include: policyholders who received one or more ACV Payments for a claim that exhausted the applicable limits of insurance; policyholders whose claims were denied or abandoned without an ACV Payment for any reason other than that the ACV payment was not made solely because the withholding of Nonmaterial Depreciation caused the loss to drop below the applicable deductible; policyholders where no Xactimate or other computerized estimate was generated by Defendant or any independent adjusting firm retained by Defendant; Defendant and its officers and directors; Members of the judiciary and their staff to whom this Lawsuit is assigned and their immediate families; and Class Counsel and their immediate families.

3. Plaintiff Lesley Lyman is approved and appointed as the class representative for the Settlement Class. The law firms of Butsch Roberts & Associates LLC, Snodgrass Law LLC, McWherter Scott Bobbitt PLC, Erik Peterson Law Offices PSC, and Winters Law Group, LLC are appointed as Class Counsel. RG/2 Claims Administration LLC is appointed as the Claims Administrator. Douglas W. King, Esq. is appointed as the Neutral Evaluator.

4. If the Settlement Agreement does not receive final approval or is reversed on appeal, the parties shall proceed as though the Settlement Agreement had never been entered into, and without prejudice to either the Defendant or Plaintiff and the Settlement Class.

5. For settlement purposes only, with respect to the Settlement Class, the Court preliminarily finds that the prerequisites for a class action pursuant to Missouri Supreme Court Rule 52.08 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Representative Plaintiff are typical of the claims of the Settlement Class; (d) Representative Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

6. The Court has reviewed the Settlement Agreement, and the terms of the Settlement

Agreement are preliminarily approved as falling within the range of reasonableness so as to warrant notice to the Settlement Class, subject to further consideration at a Final Approval Hearing. The Court preliminarily finds that the Settlement Agreement is the product of informed, arm's-length negotiation by counsel and is presumptively fair, just, reasonable, valid, and adequate, subject to any objections that may be raised at the Final Approval Hearing.

7. The Final Approval Hearing shall be held before the Court on December 9, 2025 at 9:30 A.M. at the Circuit Court of St. Louis County located at 105 South Central Avenue, Clayton, Missouri 63105, or to be held remotely at the Court's instructions: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be finally approved by the Court, and whether a Final Approval Order should be entered; (b) to consider any applications for attorney's fees, expenses and Representative Plaintiff service award; (c) to consider entry of the Final Approval Order; and (d) to consider such other matters as may properly come before the Court in connection with the certification and settlement of this Lawsuit. If the Final Approval Hearing is held remotely, instructions for how Settlement Class Members may attend the hearing will be posted on the Settlement website and the Court's website. The Final Approval Hearing may be rescheduled or adjourned by the Court, in which case notice of the new date and time will be provided on the Settlement website and the Court's docket.

8. The Claims Administrator for this Settlement shall be RG/2 Claims Administration LLC. All fees and expenses of the Claims Administrator shall be paid by Defendant pursuant to the terms of the Settlement Agreement.

9. Within 30 days of the entry of this Preliminary Approval Order, the Claims Administrator shall mail by First Class U.S. Mail to each Settlement Class member the applicable Class Action Notice and Claim Form attached to the Settlement Agreement as Exhibits B and C,

respectively. The Claims Administrator shall also provide notice of the proposed Settlement by publishing the Settlement Agreement, the Class Action Notice, and the Claim Form on the Internet—as described more fully in the Settlement Agreement. The Claims Administrator shall also establish an in-bound 800 number and an e-mail address as provided for in more detail in the Settlement Agreement, to allow class members to place inbound calls and send emails to ask about their claims and the settlement. No later than 30 days before the Claim Deadline, the Claims Administrator shall send by email or postcard the Reminder Notice in the form attached to the Settlement Agreement as Exhibit D.

10. The Court approves the form of the Class Action Notice and Claim Form submitted by the Parties with the Motion for Preliminary Approval.

11. The Court finds that dissemination of Class Action Notice to the Settlement Class in the manner set forth in the Settlement Agreement is the best notice practicable under the circumstances, is reasonably calculated to apprise interested parties of the pendency of this action, affords such parties an opportunity to present their objections or to exclude themselves from the Settlement, and complies in all respects with the requirements of Missouri Supreme Court Rule 52.08 and all the requirements of due process. The Court orders the Settlement Administrator to conduct the Notice Program following entry of this Order in accordance with the terms of the Settlement Agreement.

12. Any member of the Settlement Class who timely requests to be excluded from the Settlement Class in compliance with the requirements of the Class Action Notice and the Settlement Agreement shall be excluded from the Settlement Class and will not be entitled to any benefit under the Settlement Agreement. Any request to be excluded from the Settlement Class must be signed by the Settlement Class Member, include the information provided for in the Settlement Agreement, and be mailed to the Settlement Administrator, postmarked no later than seventy-five

(75) days from the date of the Court's initial August 12, 2025, Preliminary Approval Order.

13. Any member of the Settlement Class who does not timely mail an opt out request to the Claims Administrator, in compliance with the Settlement Agreement, will be bound by the terms of the Settlement Agreement if finally approved following the Final Approval Hearing, including the terms of the Final Approval Order and Judgment to be entered and the releases provided for in the Settlement Agreement.

14. Any member of the Settlement Class who has not requested exclusion may file a timely objection to the Settlement Agreement and appear at the Final Approval Hearing personally or by counsel, provided that an appearance is served and filed in compliance with the Settlement Agreement, to show cause, if any, (a) why the Settlement Agreement should not be approved as fair, reasonable, and adequate; or (b) why an order should not be entered dismissing with prejudice and releasing all the Released Claims against the Released Entities. Any objection must be filed with the Clerk of Court with copies provided to Class Counsel and Defendant's Counsel, postmarked or sent by overnight delivery no later than seventy-five (75) days from the date of the Court's initial August 12, 2025, Preliminary Approval Order.

15. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form. The Claim Form Deadline is 30 days after the initial scheduled Final Approval Hearing. All Settlement Class Members who fail to submit a Claim Form in accordance with the requirements and procedures of the Settlement Agreement and Claim Form shall be forever barred from receiving any such benefit but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the releases contained therein.

16. For notification purposes pursuant to the Settlement Agreement, the mailing address for Class Counsel and for counsel for Defendant shall be as follows:

Contact for Class Counsel

David T. Butsch
 Christopher E. Roberts
 Butsch Roberts & Associates LLC
 7777 Bonhomme Avenue, Suite 1300
 Clayton, MO 63105

Contact for Counsel for the Defendant

Wystan M. Ackerman
 Robinson & Cole LLP
 One State Street
 Hartford CT 06103

17. Class members who timely object in compliance with the Class Action Notice and the Settlement Agreement will remain class members and will be bound by the Settlement Agreement if finally approved following the Final Approval Hearing. Any person who fails to timely object in compliance with the Settlement Agreement and provided herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this Lawsuit or in any other action or proceeding.

18. No later than seven (7) days before the original date set for the Final Approval Hearing, the Representative Plaintiff and Class Counsel shall file a motion for Final Approval of the Settlement and motion for attorney's fees, expenses and Representative Plaintiff service awards, including any responses to objections.

19. The Settlement is not a concession or admission and shall not be used against the Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by the Defendant or any of the Released Parties. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendant or any of the Released Parties or of

the truth of any of the claims or allegations made; and evidence of the Settlement shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of the Settlement Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

21. The Lawsuit is stayed pending the final determination of whether the Settlement Agreement should be approved, except those proceedings necessary to carry out or enforce the terms of the Settlement Agreement. Any Settlement Class Member is hereby enjoined from litigating any Released Claim in any court pending final approval of the Settlement.

SO ORDERED this ____ day of _____, 2025

SO ORDERED:


 Judge Division 43

HON. MONDONNA L. GHASEDI
 JUDGE