

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

LESLEY DAVIS LYMAN, individually,	)	
and on behalf of all others similarly	)	
situated,	)	
	)	
Plaintiff,	)	
	)	
	)	Case No. 22SL-AC10668-01
v.	)	
	)	Div. 43
AUTO CLUB FAMILY INSURANCE	)	
CO.,	)	
	)	
Defendant.	)	

CLASS ACTION NOTICE

**YOU ARE NOT BEING SUED. A COURT AUTHORIZED THE ISSUANCE OF
THIS NOTICE OF CLASS ACTION SETTLEMENT.**

**A class action settlement involving
insurance claims may provide payments to those who qualify.**

- There is a class action lawsuit pending in the Circuit Court of St. Louis County, State of Missouri about whether Auto Club Family Insurance Co. (“Auto Club”) properly deducted certain types of depreciation when adjusting some structural damage insurance claims in Missouri.
- You may be eligible for a payment if you qualify and timely submit a valid claim form.
- Your legal rights are affected whether you act, or don't act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM

The only way to get a payment if you qualify.

ASK TO BE EXCLUDED

You get no payment. This is the only option that allows you to individually sue Auto Club over the claims resolved by this settlement.

OBJECT

Write to the Court about why you don't agree with the settlement.

GO TO A HEARING

Ask to speak in Court about the settlement.

DO NOTHING

You get no payment. You give up rights.

- These rights and options - and **the deadlines to exercise** them - are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and if any appeals are resolved in favor of the settlement, then money will be distributed to those who qualify. Please be patient.

**QUESTIONS? CALL 1-866-742-4955 TOLL FREE, OR VISIT
www.LYMAN-V-ACFIC-SETTLEMENT.COM**

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options regarding this settlement, before the Court decides whether to give “Final Approval” to the Settlement. If the Court approves the parties’ agreement (“Settlement Agreement”), and if any appeals are resolved in favor of the settlement, then payments will be made to those who qualify and who timely submit a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Mondonna L. Ghasedi in the Circuit Court of St. Louis County, State of Missouri is overseeing this class action. The case is known as *Lyman v. Auto Club Family Insurance Co.*, Case No. 122SL-AC10668-01. The person who sued is called the “Plaintiff,” and the company that was sued is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit claims that Auto Club improperly deducted depreciation attributable to costs of labor and other nonmaterial items when adjusting some structural damage insurance claims in Missouri. Auto Club has denied all allegations that it acted wrongfully or unlawfully.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case Lesley Davis Lyman) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Auto Club, and has not found that Auto Club did anything wrong. Instead, both sides agreed to settle. That way, it avoids the cost of a trial and potentially an appeal, while providing the opportunity for compensation to people who qualify under the terms of the settlement. The Class Representative and her attorneys think the settlement is best for all Class Members. The settlement does not mean that Auto Club did anything wrong. No trial has occurred, and no merits determinations have been made.

WHO IS ELIGIBLE FOR BENEFITS FROM THE SETTLEMENT?

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

5. How do I know if I am a part of the settlement?

The Class includes persons who, between June 5, 2012 and August 12, 2025, filed an insurance claim for structural damage to property located in the State of Missouri that occurred on or after June 5, 2012, on a Missouri homeowner’s insurance policy issued by Auto Club, that resulted in a payment by Auto Club that included a deduction for Nonmaterial Depreciation. “Nonmaterial Depreciation” means the application of depreciation to any portion of estimated replacement cost other than the estimated cost of materials (including sales tax). You have been mailed this Notice because Auto Club’s records suggest that you may be a Class Member.

For a complete legal definition of the class, please see the Settlement Agreement, which is available at www.lyman-v-acfic-settlement.com.

6. Are there exceptions to being included?

Excluded from the Class are: policyholders who received one or more actual cash value (ACV) payments for a claim that exhausted the applicable limits of insurance; policyholders who filed an insurance claim for structural damage that occurred before June 5, 2012; 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.

7. I'm still not sure I'm included.

If you are not sure whether you are included in the Class, you may consult the website at www.lyman-v-acfic-settlement.com, call the toll free number 1-866-742-4955, or email the Settlement Administrator at info@rg2claims.com with questions.

THE SETTLEMENT BENEFITS— WHAT YOU GET IF YOU QUALIFY

8. How much will settlement payments be?

Class Members who complete a claim form and timely mail it to the proper address or submit it on the settlement website will be eligible for a specific payment. For persons who have not already recovered the full amount of Nonmaterial Depreciation, this amount is 100% of the value of the Nonmaterial Depreciation withheld from his or her ACV payment that has not already been recovered, plus interest on the value of the Nonmaterial Depreciation to be paid pursuant to this settlement at a rate of 5% per annum from the time that the Class Member was sent his or her ACV payment to the date of final approval. The exact amount of the settlement payment depends on several things, including (a) the amount of estimated Nonmaterial Depreciation that was deducted, and (b) the amount of estimated Nonmaterial Depreciation that was paid in a later payment by Auto Club (if any).

For persons who subsequently received compensation for the initially withheld Nonmaterial Depreciation, they are entitled to receive a payment of \$25 if the amount of Nonmaterial Depreciation was between \$1 and \$40,000, \$50 if the amount was between \$40,001 and \$80,000, and \$75 if the amount was greater than \$80,000.

For details on the payment terms, please see the Settlement Agreement, which is available at www.lyman-v-acfic-settlement.com.

HOW TO GET A PAYMENT— SUBMITTING A CLAIM FORM

9. How can I get a payment?

To ask for a payment, you must complete a claim form truthfully, accurately, and completely, to the best of your ability. **You must submit the completed claim form on the settlement website at www.lyman-v-acfic-settlement.com or mail the completed claim form to the following address:**

Lyman Settlement Claims
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
fax:+1 215 827 5551

The claim form must be submitted or postmarked no later than January 19, 2026.

A copy of the claim form should accompany this Notice. You may obtain an additional blank claim form at www.lyman-v-acfic-settlement.com, or by contacting the Settlement Administrator at 1-866-742-4955 or via email at info@rg2claims.com.

10. When will I get my payment?

If the Court grants “Final Approval” of the settlement, and if any appeals are resolved in favor of the settlement, then payments will be mailed to eligible Class Members within 30 days after the claims administration process is completed. This process can take time, so please be patient.

11. What am I giving up as a part of this Class Action Settlement?

Unless you exclude yourself, you are staying in the Class regardless of whether you receive a payment or not. As a member of the Class, you can’t individually sue Defendant or other affiliated persons and entities over the claims settled in this case. It also means that all of the Court’s orders will apply to you and legally bind you. Below are the definitions of “Released Claims” and “Released Persons” from the Settlement Agreement. More details are in the Settlement Agreement, which is available at www.lyman-v-acfic-settlement.com.

“Released Claims” are all claims, Unknown Claims, rights, demands, actions, causes of action, allegations, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorneys’ fees and costs, liens, and judgments, of any kind whatsoever that each Releasing Person has or may have had prior to the Effective Date and arising from a loss occurring during the period from June 5, 2012 to the date of the Final Approval Order, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys’ fees, costs, penalties, interest, expenses, or losses (including actual, consequential, statutory, extra-contractual, punitive, or/or exemplary damages), and whether arising under or based on contract, extra-contractual or tort theories, at law or in equity, or under federal, state, or local law, statute, ordinance, rule or regulation, whether asserted individually or in a representative capacity, whether past or present, mature or not yet mature, known or unknown, that the Plaintiff or any Class Members have or may have had against any of the Released Persons that relate to, concern, arise from, or pertain in any way to: Nonmaterial Depreciation (including, but not limited to, calculation, deduction, determination, inclusion, modification, omission, and/or withholding of Nonmaterial Depreciation) in the adjustment and/or payment of any Covered Loss; or the allegations and claims contained in the Second Amended Class Action Petition (“Complaint”) in the Lawsuit, and/or which could have been alleged in the Complaint, concerning the alleged systematic practice of deducting Nonmaterial Depreciation through the use of estimating software.

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The Released Claims do not include: (a) claims arising after the Effective Date; (b) Class Members' rights and obligations under the Settlement Agreement; (c) the rights of potential Class Members who timely and properly submit a request for exclusion from the Settlement Class in accordance with the Settlement Agreement; and (d) any Class Member may recover any replacement cost benefits that may still remain available under the terms of their policy (which shall be offset by any amounts received by the Class Member under the Settlement Agreement on the relevant claim).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, and you want to keep any right you may have to individually sue about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from the Class—or is sometimes referred to as “opting out” of the Class.

12. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the *Lyman v. Auto Club Family Insurance Co.* settlement class. You must include your full name, address, and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked by November 6, 2025 to:

Lyman Settlement Claims
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
fax:+1 215 827 5551

13. If I don't exclude myself, can I sue Auto Club for the same thing later?

No. Unless you exclude yourself, you give up any right you may have to individually sue Auto Club for the claims that this settlement resolves. You must exclude yourself from this settlement if you want to individually sue Auto Club over the claims resolved by this settlement. Remember, the exclusion deadline is November 6, 2025.

14. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself from the settlement, you are not entitled to any payment from the settlement.

15. Do I have a lawyer in this case?

The Court appointed 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 to represent you and other Class Members as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and potentially have that lawyer appear in court for you in this case, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court for no more than \$399,000 in attorney's fees and reimbursement of expenses. Class Counsel will also ask that the Class Representative receive up to \$5,000 for representing the Class. Auto Club has agreed not to oppose the request for fees, expenses, and the Class Representative award up to these amounts. The Court may award less than these amounts. **The award of these amounts will not decrease or increase your recovery.**

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

17. How do I tell the Court if I don't agree with the settlement?

If you want to tell the Court that you object to the settlement, you must: (1) file a written objection in the case with the Clerk of the Circuit Court of St. Louis County, State of Missouri and (2) send a copy of your written objection to both Class Counsel as well as counsel for Defendant as noted below. You must include the name of the case (*Lesley Davis Lyman v. Auto Club Family Insurance Co.*), case number (Case No. 22SL-AC10668-01), your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and a statement as to whether you intend to appear at the Settlement Final Approval Hearing in person or through counsel. If you do intend to appear at the Settlement Final Approval Hearing to object to the settlement, you must also provide with your written objection a detailed statement of the specific legal and factual basis for each objection, a list of any witnesses you will call at the hearing with each witness's address and summary of the witness's testimony, a detailed description of all evidence you will offer at the hearing with copies of the exhibits attached, and documentary proof of your membership in the Settlement Class. You or your lawyer may appear at the Settlement Final Approval Hearing if you have filed a written objection as provided above. (See the section on the "Court's Settlement Final Approval Hearing" below). If you have a lawyer file an objection for you, he or she must follow all Missouri court rules and you must list the attorney's name, address, bar number, and telephone number in the written objection filed with the Court.

File the objection with the Clerk of the Court at the address below by November 6, 2025. Note: You may send it by mail, but it must be received and filed by the Clerk by November 6, 2025.	And mail a copy of the objection to Class Counsel and to Counsel for Defendant at the following addresses so that it is postmarked by November 6, 2025:
Court	Counsel
St. Louis County Courthouse 105 South Central Avenue Clayton, MO 63105	Class Counsel: Christopher E. Roberts Butsch Roberts & Associates LLC 7777 Bonhomme Avenue, Suite 1300 Clayton, MO 63105
	Counsel for Defendant: Wystan M. Ackerman Robinson & Cole LLP One State Street Hartford CT 06103

18. What's the difference between objecting to the settlement and excluding yourself from the settlement?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you are a Class Member and you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class or the settlement. If you exclude yourself in the manner outlined in this Notice, you have no basis to object to the settlement because the case no longer affects you. If you object to the settlement, and the Court approves the settlement anyway, you will still be legally bound by the settlement.

THE COURT'S SETTLEMENT FINAL APPROVAL 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 don't have to.

19. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Settlement Final Approval Hearing at 9:30 a.m., on December 9, 2025, at the Circuit Court of St. Louis County, 105 South Central Avenue, Clayton, Missouri 63105. The hearing may be held remotely, in which case notice will be posted on the settlement website at www.lyman-v-acfic-settlement.com. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may listen to people who have asked to speak about their objection. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and whether and how much to award the Class Representative for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the settlement website www.lyman-v-acfic-settlement.com to confirm the date and time of the Final Approval Hearing has not changed.

20. Do I have to attend the hearing?

No, you are not required to attend the hearing, and Class Counsel will answer any questions that the Court may have for the Class Members as a whole. If you wish to attend the hearing, however, you may attend at your own expense. You may also pay your own lawyer to attend, but it's not necessary to do so, unless you choose to have a lawyer appear on your behalf to object to the settlement.

21. May I speak at the hearing?

If you submitted a proper written objection to the settlement in the manner outlined in this Notice, you or your lawyer acting on your behalf may have an opportunity to speak at the Settlement Final Approval Hearing, subject to the Judge's decision. You cannot speak at the Hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any payment from the settlement and you will be unable to individually sue for the claims resolved in this case.

GETTING MORE INFORMATION

23. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, a copy of which is located on the settlement website. If you have questions, visit www.lyman-v-acfic-settlement.com. Do not contact the Court or Auto Club or your insurance agent about the settlement.