

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

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

FILED
12/09/25
JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY, MO

FINAL ORDER AND JUDGMENT

Plaintiff Lesley Davis Lyman (“Plaintiff”), individually and on behalf of the Settlement Class and Defendant Auto Club Family Insurance Co. (“Defendant” or “Auto Club”) agreed to settle this Action pursuant to the terms and conditions set forth in the Class Action Settlement Agreement (“Agreement”).¹ On August 27, 2025, the Court granted preliminary approval of the proposed class action settlement set forth in the Agreement and provisionally certified the Settlement Class for settlement purposes only, and on December 9, 2025, the Court held a duly noticed final approval hearing.

Before the Court is Plaintiff’s Motion for Final Approval of Class Settlement, pursuant to Missouri Rule of Civil Procedure 52.08. The Court, having read and considered the Agreement and the Motion for Final Approval, having received evidence in advance of and at the hearing, and having heard argument by counsel, finds and holds as follows:

¹ All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Agreement.

FINDINGS OF FACT

1. In the operative Class Action Complaint (referred to in the Agreement as the “Complaint”), Plaintiff alleges a breach of contract claim on behalf of herself and insureds of Auto Club with structural loss claims in Missouri, on the basis that Defendant deducted Nonmaterial Depreciation from actual cash value payments when adjusting claims for structural losses under property insurance policies in Missouri.

2. Defendant has denied, and still denies, any liability, wrongdoing, and damages with respect to the matters alleged in the Complaint.

3. After litigation between the Parties and arms-length negotiations between Class Counsel and Defendant’s counsel, Plaintiff and Defendant reached a settlement that provides substantial benefits to the Settlement Class, in return for a release and dismissal of claims against Auto Club.² The Settlement was reached after the Parties had engaged in extensive and lengthy negotiations, and in accordance with the highest ethical standards for class action settlement negotiations, settlement relief to the class members was agreed to before negotiations concerning any potential award of attorneys’ fees, litigation expenses, or service award. During the settlement negotiations, Class Counsel was well positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of law and fact.

4. Plaintiff and Defendant executed the Agreement and exhibits thereto in July 2025.

² As defined in the Settlement Agreement, “Released Persons” include Defendant and its current and former parents, owners, affiliates, subsidiaries, divisions, predecessors, successors, assigns, officers, members, directors, governors, employees, agents, principals, insurers, reinsurers, and legal representatives.

5. The Agreement is hereby incorporated by reference in this Final Order and Judgment, and the definitions and terms set forth in the Agreement are hereby adopted and incorporated into and will have the same meanings in this Final Order and Judgment.

6. On July 16, 2025, Plaintiff filed with the Court the Agreement along with an Unopposed Motion for Preliminary Approval of Class Settlement, Certification of the Settlement Class, and Scheduling a Final Approval Hearing.

7. On August 27, 2025, the Court entered the Preliminary Approval Order, preliminarily approving the Agreement, preliminarily certifying the Settlement Class for settlement purposes only, and scheduling a hearing for December 9, 2025 at 9:30 a.m. to consider final approval of the Proposed Settlement and other actions described in the Preliminary Approval Order (“Final Approval Hearing”). The Settlement Class was given sufficient notice of the Final Approval Hearing as described below and Settlement Class Members had the opportunity to attend and be heard, if they so desired.

8. As part of its Preliminary Approval Order, the Court certified for settlement purposes a class (“Settlement Class”) defined as:

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 an 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.

9. On December 2, 2025, Plaintiff applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Order and Judgment. In support, Plaintiff submitted extensive argument and authority showing, *inter alia*: the dissemination and adequacy of the Class Notice, Claim Form, and Postcard Notice; the establishment of an automated toll-free number and Settlement Website; the names of potential Class Members who, per the terms of the Agreement, submitted a timely and proper request for exclusion from the Settlement Class; the negotiation of the Agreement; the fairness, reasonableness, and adequacy of the Agreement; and the fairness and reasonableness of Class Counsel's application for fees and the service award set forth in the Memoranda.

10. At the Final Approval Hearing, Plaintiff offered the following evidence in support of its motion concerning attorneys' fees, costs, and a service award:

<u>Exhibit No.</u>	<u>Description</u>
1	Declaration of Erik D. Peterson
2	Declaration of Christopher E. Roberts

The Court admitted Plaintiff's foregoing exhibits into evidence for all purposes.

11. Plaintiff and the Administrator have satisfactorily demonstrated that the Class Notice, Claim Form, and Postcard Notice were mailed, and an automated toll-free number and Settlement Website were established in accordance with the Agreement and Preliminary Approval Order.

12. The Settlement provides substantial monetary benefits to Class Members who timely submit completed Claim Forms. In addition, Defendant has agreed to fund the costs of notice and settlement administration. The claims procedure established under the Agreement is uniform and fair and provides Class Members with an extended and ample opportunity to receive settlement payments as described in the Agreement.

13. All potential Class Members were provided an opportunity to request exclusion as provided in the Agreement. The Court finds that the individual interests of those Class Members who timely sought exclusion from the Settlement Class are preserved and that no Class Member was precluded from being excluded from the Settlement Class if he or she so desired. Those Class Members who timely and properly excluded themselves from the Settlement Class are identified in the attached Exhibit 1.

14. Class Members who did not timely file and serve a written objection in accordance with the procedure set forth in the Agreement and mandated in the Preliminary Approval Order, are deemed to have waived any such objection through any appeal, collateral attack, or otherwise.

15. At the Final Approval Hearing, the Court considered, among other matters described herein: (a) whether certification of the Settlement Class for settlement purposes only was appropriate under Missouri Supreme Court Rule 52.08; (b) the fairness, reasonableness and the adequacy of the Agreement; and (c) the fairness and reasonableness of Class Counsel's requested attorneys' fees and litigation costs and requested service award for Plaintiff. The Court independently evaluated not only the pleadings, evidence, and arguments of Class Counsel and Defendant's Counsel, but also rigorously and independently evaluated the Agreement and the Motion, and as such, the Court considered any arguments that could reasonably be made against

approval of the Proposed Settlement, even if such argument was not actually presented to the Court by objection, pleading, or oral argument.

16. On the basis of the matters presented in this Action and the provisions of the Agreement, the Court is of the opinion that the Proposed Settlement is a fair, reasonable, and adequate compromise of the claims against Auto Club, pursuant to Missouri Supreme Court Rule 52.08. In considering a number of factors, the Court finds that:

- (a) The liability issues in this Action and the suitability of this Action for certification of a litigation class have been vigorously contested, particularly with respect to litigation manageability requirements;
- (b) This Settlement has the benefit of providing substantial benefits to Class Members now, without further litigation, under circumstances where the liability issues are still vigorously contested among the Parties;
- (c) The Settlement is clearly a byproduct of adversary litigation between the Parties and arms-length negotiation, and not a result of any collusion on the part of Class Counsel and Defendant; and
- (d) Class Counsel's request for an award of attorneys' fees and reimbursement of expenses is reasonable, fair, and in all respects consistent with the terms of the Agreement.

Therefore, on the basis of the foregoing findings of fact and any oral findings of fact articulated at the Final Approval Hearing referenced herein, the Court hereby makes the following:

CONCLUSIONS OF LAW

17. The Court has personal jurisdiction over Plaintiff, Defendant, and Class Members, venue is proper, and the Court has subject matter jurisdiction, including without limitation, jurisdiction to approve the Agreement, to grant final certification of the Settlement Class, to settle and release all claims arising out of the Action, and to enter this Final Order and Judgment and dismiss this Action on the merits and with prejudice.

18. The Court concludes that the Settlement Class meets all the requirements of Missouri Supreme Court Rule 52.08, the Due Process Clause, and all other applicable rules and

law, and the Settlement Class this Court previously preliminarily certified in its Preliminary Approval Order is hereby finally certified as a settlement class action. In connection with the class certification ruling, the Court specifically finds as follows: the Class Members are ascertainable and too numerous to be joined; questions of law and fact are common to all Class Members; Plaintiff's claims are typical of those of the Settlement Class; Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class for the purposes of entering into and implementing the Proposed Settlement; and Class Counsel meets the standard for appointment.

19. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, Claim Form, and Postcard Notice were sent to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the automated toll-free number and the Settlement Website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Action, this Agreement, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) meets the requirements of Missouri Supreme Court Rule 52.08, the Due Process Clause, and any other applicable rules or law.

20. The Final Approval Hearing and evidence before the Court clearly support a finding that the Settlement was entered into in good faith after arm's length negotiations between Plaintiff and Defendant, and the Court finds the Settlement was entered into in good faith and at arm's length.

21. The Court finds that approval of the Settlement will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that the Agreement is fair, reasonable, and adequate as to, and in the best interests

of, members of the Settlement Class based on discovery, due diligence, and the absence of material objections sufficient to deny approval.

22. A review of the following factors further supports a finding that the Settlement is fair, reasonable, and adequate:

- a. The absence of any fraud or collusion behind the Settlement;
- b. The complexity, expense, and likely duration of the litigation;
- c. The stage of the proceedings;
- d. The probability of Plaintiff's success on the merits;
- e. The range of possible recovery; and
- f. The opinions of Class Counsel, Plaintiff, and absent class members.

23. The notice campaign was highly successful and resulted in notice being sent to over 5,700 potential Class Members; only 1 Person requested exclusion from the Settlement Class and no Class Members filed objections to the Agreement. The relative lack of exclusion requests and opposition by a well-noticed Settlement Class strongly supports the fairness, reasonableness, and adequacy of the Settlement.

24. The Court, in evaluating the fairness, reasonableness, and adequacy of the Settlement, considered all objections that were filed or that could have been raised by any Class Member. After considering all possible objections, the Court finds that the Settlement is fair, reasonable, and adequate.

25. The claim process as set forth in the Settlement is fair, reasonable, and adequate to Class Members. Any Class Member who did not timely request exclusion from the Settlement Class in accordance with the Agreement is forever barred from asserting a Released Claim against a Released Person in any other action or proceeding.

26. Class Counsel's request for \$399,000 in attorneys' fees and expenses and the Representative Plaintiff's service award of \$5,000, to be paid by Defendant, are fair, reasonable, and adequate.

IT IS ORDERED, ADJUDGED AND DECREED THAT:

27. The objections to the Agreement, if any, are hereby overruled.

28. Final certification of the Settlement Class is confirmed for the purpose of the Settlement, in accordance with the Agreement and pursuant to Missouri Supreme Court Rule 52.08.

29. A timely request for exclusion was submitted by 1 potential member of the Settlement Class and that potential Class Member (identified in Exhibit 1 hereto) is excluded from the Settlement Class. All other potential members of the Settlement Class are adjudged to be Settlement Class Members and are bound by this Final Order and Judgment and by the Agreement, including the releases provided for in the Agreement and this Final Order and Judgment.

30. Plaintiff's Motion for Final Approval is hereby **GRANTED** and all provisions and terms of the Agreement are hereby finally approved in all respects. The Parties to the Agreement are directed to consummate the Agreement in accordance with its terms, as may be modified by subsequent orders of this Court.

31. This Final Order and Judgment shall be immediately entered as to all claims in the Action between Plaintiff and Class Members and Auto Club, and Final Judgment is entered approving and adopting all terms and conditions of the Settlement and the Agreement, fully and finally terminating all claims of Plaintiff and the Settlement Class in this Action against Auto Club, on the merits, with prejudice, and without leave to amend. The Court expressly determines that there is no just reason for delay in entering the Final Order and Judgment.

32. Pursuant to Missouri Supreme Court Rule 52.08, Plaintiff Lesley Davis Lyman is appointed as the Representative Plaintiff for the Settlement Class, and the following counsel are appointed as counsel for the Settlement Class (“Class Counsel”):

Erik D. Peterson
ERIK PETERSON LAW OFFICES, PSC
110 W. Vine St.
Suite 300
Lexington, KY 40507
Telephone: 800-614-1957
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James Brandon McWherter
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33. Upon the entry of this Final Order and Judgment, Plaintiff, all Class Members who did not timely and properly exclude themselves from the Settlement Class, and all of their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and anyone claiming through them or acting or purporting to act for them or on their behalf, will be bound by this Final Order and Judgment and shall be conclusively deemed to have fully released, acquitted and forever discharged, to the fullest extent permitted by law, any and all of the Released Persons from all of the Released Claims, all as defined herein and in the

Agreement, and shall be conclusively bound by this Final Order and Judgment under the doctrines of res judicata, collateral estoppel, and claim and issue preclusion, and agree not to sue any Released Person with respect to any Released Claims. Plaintiff and all Class Members who did not timely and properly exclude themselves from the Settlement Class shall be deemed to agree and acknowledge that the foregoing releases were bargained for and are a material part of the Agreement. The Agreement shall be the exclusive remedy for all Class Members with regards to Released Claims.

34. In order to protect the continuing jurisdiction of the Court and to protect and effectuate this Final Order and Judgment, the Court permanently and forever bars and enjoins the Plaintiff and all Class Members, and anyone acting or purporting to act on their behalf, from instituting, maintaining, prosecuting, suing, asserting or cooperating in any action or proceeding, whether new or existing, against any of the Released Persons for any of the Released Claims. Any person in contempt of the injunction under this paragraph may be subject to sanctions, including payment of reasonable attorneys' fees incurred to seek enforcement of the injunction.

35. This Order and Judgment, the Agreement, the negotiations leading to the Settlement, administration of the Settlement, and any pleadings, motions, or other documents specifically related to the Agreement shall not be: (a) construed as an admission or concession by Auto Club of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind on the part of Auto Club; (b) the subject of discovery or offered into evidence in this Action or any other action or proceeding for any purpose other than to enforce the Agreement (or for the purposes set forth in the following paragraph); and (c) used in any way as precedent for any purportedly similar matter.

36. Nothing in the foregoing paragraph, however, shall prohibit the offering or receipt of the Agreement into evidence for purposes of enforcing the Settlement or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion.

37. Proprietary Information of Auto Club shall be protected from disclosure and handled in accordance with the terms of the Agreement, and Class Counsel and any other attorneys for Plaintiff in this Action shall destroy or return to Defendant's Counsel all Proprietary Information, in their possession, custody, or control as set forth in the Agreement. Notwithstanding the above requirement to destroy or return all Proprietary Information, counsel may retain a complete set of documents necessary to securely store the client's file pursuant to Missouri Rule of Professional Conduct 4-1.22.

38. Class Counsel's motion concerning attorneys' fees, litigation costs, and a service award is hereby **GRANTED**. The Court awards Class Counsel the total sum of \$399,000 in attorneys' fees and costs. In addition, the Court awards Plaintiff a service award of \$5,000. The Court hereby finds that these amounts are fair and reasonable. The Claims Administrator shall pay such fees and expenses to Class Counsel and the service award to Plaintiff from the Settlement Account pursuant to the terms of the Agreement. Auto Club shall not be responsible for and shall not be liable with respect to the allocation among Class Counsel or any other person who may assert a claim thereto, of attorneys' fees and expenses awarded by the Court. Upon payment of the attorney's fees and costs awarded by the Court, Class Counsel shall be deemed to have released and forever discharged the Released Persons from any and all claims for attorney's fees and costs or other claims Class Counsel may have against the Released Persons relating to this Action.

39. Claim Settlement Payments to Class Members who timely file a completed Claim Form shall be made in the amounts, within the time period, and in the manner described in the Agreement. Any uncashed or undistributable Claim Settlement Payments shall be handled as provided for in the Agreement.

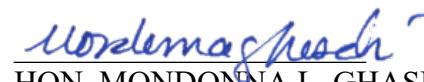
40. The Court appoints Douglas W. King, Esq. as the Neutral Evaluator to carry out the duties and responsibilities set forth in the Agreement. Plaintiff, Class Counsel, Auto Club, and Defendant's Counsel shall not be liable for any act or omission of the Neutral Evaluator.

41. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to implement any of the provisions of the Agreement.

42. The Action is dismissed in its entirety on the merits, with prejudice, without leave to amend, and without fees or costs to any party, except as otherwise provided herein.

43. Without in any way affecting the finality of this Final Order and Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of enforcing the Agreement and any related or ancillary matters thereto.

IT IS SO ORDERED, this 9th day of Dec., 2025.


HON. MONDONNA L. GHASEDI
CIRCUIT JUDGE

**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.)

EXCLUSION LIST

The following person timely and properly excluded themself from the Settlement Class:

1. Robert Benschoff