

IN THE CIRCUIT COURT OF  
ST. LOUIS COUNTY, MISSOURI

**FILED**

OCT 10 2025

JOAN M. GILMER  
CIRCUIT CLERK, ST. LOUIS COUNTY

MICHAEL PREGON, individually, and on )  
behalf of all others similarly situated, )

Plaintiff, )

Case No. 24SL-CC03130

vs. )

STATE FARM FIRE AND CASUALTY )  
COMPANY, )

Defendant. )

**ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, PRELIMINARILY CERTIFYING SETTLEMENT CLASS,  
DIRECTING CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

Upon review and consideration of the Motion for Preliminary Approval of Class Action Settlement of Plaintiff Michael Pregon (the “Representative Plaintiff”), with Defendant State Farm Fire and Casualty Company (“Defendant” or “State Farm”), including the parties’ Stipulation and Settlement Agreement signed by the Representative Plaintiff and the Defendant in July 2025 (the “Agreement”) and all exhibits thereto, and State Farm’s Separate Submission in Support of Preliminary Approval, and having been fully advised of the particulars, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. **Settlement.** The Representative Plaintiff and the Defendant have negotiated a proposed settlement of the Representative Plaintiff’s claims in this action, individually and on behalf of a class of policyholders of the Defendant, described below as the Settlement Class, to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against the Released Persons as set forth in the Agreement. The Court has carefully reviewed the Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Agreement are incorporated here as though fully set forth in this Order,

and, unless otherwise indicated, capitalized terms in this Order shall have the same definitions that are in the Agreement.

2. **Preliminary Approval.** The Agreement entered into, by and among the Representative Plaintiff and the Defendant, was the result of informed, good-faith, arm's length negotiations between the Parties and is approved on a preliminary basis as fair, reasonable, adequate, and in the best interests of proposed Settlement Class Members, subject to further consideration at the Final Approval Hearing.

3. **Settlement Class Relief.** The proposed Claim Settlement Payments to Settlement Class Members and the settlement consideration, as identified in Sections 4, 6, and 7 of the Agreement, are approved on a preliminary basis as fair, reasonable, and adequate.

a. "Settlement Class" means all Persons insured under a State Farm structural damage policy who: (1) made a structural damage claim for property located in Missouri with a date of loss on or after June 5, 2012; and (2) received an ACV Payment on that claim where either estimated Non-Material Depreciation or estimated General Contractor Overhead and Profit Depreciation was deducted, or who would have received an ACV Payment but for the deduction of estimated Non-Material Depreciation and/or estimated General Contractor Overhead and Profit Depreciation causing the calculated ACV figure to drop below the applicable deductible.

b. Excluded from the Settlement Class are:

All claims arising under State Farm policy forms (including endorsement form FE-3650) expressly permitting the "depreciation" of "labor" within the text of the policy form;

All claims in which State Farm's ACV Payments exhausted the applicable limits of insurance;

State Farm and its affiliates, officers, and directors;

Members of the judiciary and their staff to whom this Action was assigned;  
and

Class Counsel.

- c. “Class Period” means the period encompassing Settlement Class claims, beginning on June 5, 2012, and ending in approximately October 2017.

4. **Preliminary Certification of Settlement Class.** For settlement purposes only, the Court makes the following determinations as to certification of the Settlement Class:

- a. The Court preliminarily certifies the Settlement Class for purposes of settlement only, under Missouri Supreme Court Rule 52.08;
- b. The Settlement Class is so numerous that joinder of all members is impracticable;
- c. There are questions of law or fact common to the members of the Settlement Class, and the common questions predominate over any questions affecting only individual members;
- d. The claims of the Representative Plaintiff are typical of the claims or defenses of the members of the Settlement Class;
- e. The Representative Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Class, in connection with the Agreement; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Designation of Class Representatives.** The Representative Plaintiff is designated as the representative of the Settlement Class for the purpose of seeking final approval of and administering the Settlement Agreement.

6. **Designation of Class Counsel.** David T. Butsch and Christopher E. Roberts of Butsch Roberts & Associates LLC, T. Joseph Snodgrass of Snodgrass Law LLC, Erik D. Peterson of Erik Peterson Law Office PSC, J. Brandon McWherter of McWherter Scott Bobbitt PLC, and Douglas Winters of The Winters Law Group, LLC are designated as Class Counsel for the Settlement Class for the sole purpose of the Settlement.

7. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at 8:30 a.m. on March 3, 2026, in the Circuit Court of St. Louis County, Missouri before the Honorable Judge Brian H. May; to determine, among other things: (i) whether final judgment should be entered resolving and approving the proposed Settlement of the Representative Plaintiff’s and the Settlement Class’s claims against the Defendant in the Action as fair, reasonable, and adequate; (ii) whether the Representative Plaintiff’s and Settlement Class’s claims against the Defendant in the Action should be dismissed, with prejudice, pursuant to the Agreement; (iii) whether the Settlement Class Members should be bound by the Release set forth in the Agreement; and (iv) whether the application of Class Counsel for an award of attorneys’ fees and expenses, and for a proposed service award to the Representative Plaintiff, should be approved and in what amounts. The Final Approval Hearing may take place, at the sole discretion of the Court, via telephone or video conference. Any Settlement Class Member who files a notice of intent to appear shall be provided with information required to access a telephonic or video hearing.

8. **Class Notice.**

8.1 The Court approves the methods of providing notice to potential Settlement Class Members as described in the Agreement, including the Class Notice, attached as Exhibit 2 to the Agreement. The Court finds that notice as described in the Agreement is reasonably calculated, under all the circumstances, to apprise potential Settlement Class Members of the pendency of this Action, the terms of the Agreement, and their right to object to the Settlement or to exclude themselves from the Settlement Class. The Court further finds that the Class Notice, the Settlement Website, and the other forms of notice described in the Agreement are reasonable, constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and meet all legal requirements, including the requirements of Missouri Supreme Court Rule 52.08 and Due Process.

8.2 The Class Notice, in the form and content of Exhibit 2 to the Settlement Agreement, shall be mailed, by the Settlement Administrator, not less than seventy-five (75) days before the Final Approval Hearing regarding the Settlement, in the manner described in the Agreement.

8.3 No later than the mailing of the Class Notice, the Settlement Administrator shall establish a website containing copies of the Agreement and Exhibits, the Preliminary Approval Order, the Class Notice, Claim Form, Spanish translations of the Class Notice and Claim Form, and such other documents and information about the Settlement as Class Counsel and Defendant's Counsel agree upon. The Claim Form shall be available to download or print from the Settlement Website, and signed, scanned, completed copies of the Class Form may be uploaded to the Settlement Website. The Settlement Website shall have a Uniform Resource Locator which identifies the Settlement Website as [www.Pregon-v-StateFarm.com](http://www.Pregon-v-StateFarm.com), or such other URL as Class Counsel and Defendant's Counsel agree upon. The Settlement Website shall not include any advertising and shall not bear any logos or trademarks of the Defendant other than those appearing in the Agreement. The Settlement Website shall cease to operate, and the Administrator shall remove all information from the Settlement Website, no later than the Final Accounting as set forth in Section 7.14 of the Agreement. Ownership of the Settlement Website URL shall be transferred to the Defendant within ten (10) days of when operation of the Settlement Website ends.

8.4 No later than the mailing of the Class Notice, the Administrator shall establish a toll-free, interactive, voice response phone number, with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the Class Notice and Claim Form. At the Defendant's option, the Administrator may also provide live operators during select times to answer certain basic questions about the Settlement. The Administrator shall send the Class Notice and Claim Form, or Spanish translations of both, upon request, to potential Settlement Class Members. The phone number shall remain open and accessible through the Claim Deadline and allow for Settlement Class Members to leave recorded messages. At Defendant's option, the phone number may be kept open and accessible after the Claim Deadline. Except for requests for the Class Notice or Claim Form, the Administrator will promptly advise Class Counsel of recorded messages left by Settlement Class Members concerning the Action and/or the Settlement, or direct any Settlement Class Members with questions that cannot be answered to Class Counsel, so that Class Counsel may timely and accurately respond to such inquiries.

8.5 Settlement Class Members may submit Claim Forms in the form attached to the Agreement, as Exhibit 3, requesting a Claim Settlement Payment in accordance with the terms of the Agreement. To be considered valid and timely, a Claim Form must be materially complete, signed by or on behalf of the Settlement Class Member, and either: (a) mailed to the Administrator's address, as specified in the Claim Form, and postmarked by April 2, 2026; or (b) uploaded to the Settlement Website by April 2, 2026 ("Claim Deadline"). Claim Forms may be submitted on behalf of deceased or incapacitated Settlement Class Members only by Legally Authorized Representatives, with written proof of authority.

8.6 No later than 45 days before the Claim Deadline, the Administrator shall mail a postcard reminder in the form attached to the Agreement as Exhibit 4 (the "Postcard Notice") with information regarding the Claim Deadline, the Settlement Website address,

and how to request a copy of the Claim Form. The Postcard Notice will be mailed to each potential Settlement Class Member who has not submitted a Claim Form and who has not timely and properly excluded themselves from the Settlement Class.

8.7 Class Counsel and Defendant's Counsel, as jointly agreed, along with the Administrator, are authorized, prior to mailing, to complete any omitted information and to make any non-substantive revisions to the Claim Form and Class Notice, as necessary, that do not materially reduce the rights of Settlement Class Members in order to fulfill the purposes of the Settlement. The font size, layout, and other presentation elements of the Claim Form and Class Notice may be adjusted to accommodate printing and mailing considerations.

9. **Settlement Administrator.** The Court approves and authorizes the Defendant to retain JND Legal Administration as the Administrator, to implement the terms of the Agreement, and authorizes and directs the Administrator to (a) mail the Class Notice, the Claim Form, and the Postcard Notice; (b) establish the interactive, voice response phone line system; (c) establish the Settlement Website; (d) receive and process Claim Forms; and (e) carry out such other responsibilities as are provided for in the Agreement or as may be agreed to by Class Counsel and the Defendant, all according to and as provided in the Agreement.

10. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must complete and send to the Administrator, at the address listed in the Class Notice and on the Settlement Website, a request for exclusion postmarked no later than January 30, 2026, which is no less than thirty (30) days before the Final Approval Hearing.

10.1 To be valid, the request for exclusion must: (a) identify the case name; (b) identify the name and address of the Settlement Class Member; (c) be personally signed by the Settlement Class Member requesting exclusion; and (d) state a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Pregon Class Action Settlement." Except for deceased or incapacitated Settlement Class Members, for whom Legally Authorized Representatives may act with written evidence of authority, Settlement Class Members must request exclusion individually and not through another acting on their behalf, and mass or class opt outs are prohibited.

10.2 A Settlement Class Member who desires to opt out must take timely affirmative written action, pursuant to this Order and the Agreement, even if the Settlement Class Member desiring to opt out (a) files or has filed a separate action against any of the Released Persons, or (b) is or becomes a putative or actual class member in any other class action filed against any of the Released Persons. The Administrator shall provide Class Counsel and the Defendant's Counsel a list of all timely requests for exclusion not less than ten (10) days before the Final Approval Hearing.

10.3 Any Settlement Class Member who timely and properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

10.4 Except for those who timely submit a valid request for exclusion from the Settlement Class, all Persons within the Settlement Class will upon the Effective Date be bound by the terms of the Agreement, including, but not limited to, the Releases in Section 9 of the Agreement.

10.5 If the proposed Settlement is finally approved, any Settlement Class Member who has not submitted a timely, written request for exclusion from the Settlement Class shall be bound by the Final Order and Judgment and all subsequent proceedings, orders, and judgments in this Action, even if he or she has pending, or subsequently initiates, litigation against the Defendant or any Released Persons relating to any of the Released Claims as defined in the Agreement.

**11. Objections and Appearances.** Any Settlement Class Member who does not submit a valid request for exclusion from the Settlement Class and who complies with the requirements of this Order and the Agreement may object to the proposed Settlement. Any Settlement Class Member who wishes to object to the Settlement must do so in a writing, filed with the Clerk of Court, and mailed to the Administrator at the address in the Class Notice and on the Settlement Website, by no later than January 30, 2026 ("the Objection Deadline"), which is no less than thirty (30) days before the Final Approval Hearing. To be valid, a written objection must comply with the requirements set forth below and in the Agreement.

11.1 A valid written objection must include: (a) the case name and number; (b) the name and address of the objecting Settlement Class Member and of counsel, if represented; and (c) the basis for the objection. These requirements shall also be set forth in the Class Notice and on the Settlement Website.

11.2 Subject to approval of the Court, any Settlement Class Member who files and serves a timely written objection may appear, in person or by counsel, at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of Court, by the Objection Deadline, a notice of intention to appear at the Final Approval Hearing, and (b) mails copies of the notice to Class Counsel and Defendant's Counsel, at the addresses set forth in the Agreement, postmarked by the Objection Deadline. The notice must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a notice of intention to appear in accordance with the deadlines and other requirements of this Order and the Agreement shall not be entitled to appear at the Final Approval Hearing.

11.3 Any Settlement Class Member who fails to object to the Settlement in the manner described in this Order shall be deemed to have waived any objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

12. **Releases.** If the Settlement is finally approved, all Releasing Persons, including the Representative Plaintiff and each Settlement Class Member, shall, by operation of the Final Order and Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Defendant, and all other Released Persons, from any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, claims with respect to all Released Claims, including unknown claims as explained in the Settlement Agreement, that the Representative Plaintiff or Settlement 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 Depreciation of any kind on insurance claims within the Class Period (including, but not limited to, calculation, deduction, determination, inclusion, modification, omission, and/or withholding of Depreciation), whether known or unknown, and that were asserted or could have been asserted in the Action, to the full extent of res judicata protection.

12.1.1 “Released Persons” means, individually and collectively, (i) State Farm Fire and Casualty Company, and all of its past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, and legal representatives of the entities set forth in (i). The Released Claims extend only to claims arising under insurance policies issued by the Defendant.

12.1.2 The Releases in Section 9 of the Agreement are not intended to prevent an individual Settlement Class Member from seeking and potentially recovering any RCBs that may still remain available under the terms of his or her Policy.

12.1.3 Additionally, Released Claims do not include any claim for enforcement of the Stipulation of Settlement and/or the Final Order and Judgment.

13. **Filings in Advance of Final Approval Hearing.** Not less than seven (7) days prior to the Final Approval Hearing, Class Counsel shall file with the Court a motion seeking the Court’s final approval of the Settlement and Stipulation and entry of the Final Order and Judgment in the form and content attached to the Stipulation as Exhibit 5. State Farm, in its sole discretion, may also file a brief in support of final approval of the Stipulation and Settlement. Class Counsel shall file any motion concerning requests for attorneys’ fees, costs, expenses and service award at the same time as Class Counsel files, or before Class Counsel files, the motion seeking final approval of the Settlement and Stipulation and entry of the Final Order and Judgment. Finally, at or before the Final Approval Hearing, Class Counsel shall file with the Court proof from the Administrator of the mailing of the Class Notice, the Claim Form, and the Postcard Notice, and identifying the number and names of Settlement Class Members who have timely excluded themselves from the Settlement Class (opted out) or objected to the Settlement.

14. **Preliminary Injunction.** In order to protect the continuing jurisdiction of the Court, and to effectuate this Order, the Agreement, and the Settlement, all Settlement Class Members who do not timely exclude themselves from the Settlement Class, and anyone acting or

purporting to act on their behalf, are preliminarily enjoined from directly or indirectly (a) filing, commencing, prosecuting, maintaining, intervening in, or participating in (as parties, class members or otherwise), any new or existing action or proceeding before any court or tribunal regarding any Released Claims against any of the Released Persons; and (b) organizing any Settlement Class Members into a separate class for purposes of pursuing, as a purported class action, any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a new or pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Released Claims.

15. **Service of Papers.** Class Counsel and Defendant's Counsel shall promptly furnish to each other any objections or requests for exclusion that they receive and shall file such objections with the Court on or before the Final Approval Hearing unless such documents already appear on the Court's docket.

16. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the proposed Settlement is not finally approved by the Court, or Final Order and Judgment is not entered or does not become final, or the Effective Date does not occur; or (b) the Settlement Agreement is terminated, pursuant to the terms of the Agreement, for any reason. In such event, and except as provided therein, the proposed Settlement and Agreement shall have no further force or effect, and all proceedings that have occurred, with regard to the Agreement and the Proposed Settlement, shall be without prejudice to the rights and contentions of the Parties and any Settlement Class Members; the preliminary certification of the Settlement Class for settlement purposes shall be automatically

vacated; all communications and documents related to the Settlement will be subject to Missouri Rules of Evidence and all other applicable settlement and negotiation privileges; this Order and other orders, entered by the Court pursuant to the Agreement, will be treated as vacated, *nunc pro tunc*; the Agreement and the Court's orders, including this Order, shall not be used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

17. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement does not become final, and shall not be construed or used as an admission, concession, or declaration, by or against the Defendant, of any fault, wrongdoing, breach, or liability, or by or against the Representative Plaintiff or Settlement Class Members that their claims lack merit or that the relief requested in this Action is inappropriate, improper, or unavailable, or as a waiver by any Party of any defenses.

18. **Use of Order and Stipulation Generally.** This Order, the Stipulation, the negotiations of the Stipulation, the Settlement procedures, any act, statement, or document related in any way to the negotiation of the Stipulation or Settlement procedures, and any pleadings, documents, or actions related in any way to the Stipulation shall not be construed as an admission or concession by State Farm (a) of the truth of any of the allegations in this Action; (b) of any liability, fault, or wrongdoing of any kind on the part of State Farm in this Action; or (c) that this Action may be properly maintained as a litigation class action. Likewise, none of the materials referenced in this paragraph shall be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as proof that State Farm has admitted or conceded points (a), (b), or (c) above. Class Counsel and Defendant dispute whether the Agreement may be offered into evidence in a foreign court in support of a potential motion for

certification of a different class action in another lawsuit, with State Farm contending that the Agreement cannot and should not be used for such purposes.

19. **Stay.** All proceedings in the Action (as defined in the Agreement), as to the claims of the Representative Plaintiff against the Defendant, are stayed, except as necessary to effectuate the terms of the Settlement.

20. **Necessary Steps.** The Court authorizes and directs the Parties to take all other necessary and appropriate steps to implement the Settlement as set forth in the Agreement.

21. **Extensions of Deadlines.** Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without **MAILED** further notice to the Settlement Class. Any change to the Final Approval Hearing or the Claim Deadline will be posted on the Settlement Website.

So Ordered: \_\_\_\_\_

Hon. Brian H. May

Date: \_\_\_\_\_

10/10/25