

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

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

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

Case No. 24SL-CC03130

**DECLARATION OF ERIK D. PETERSON IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTIONS FOR FINAL APPROVAL OF CLASS SETTLEMENT AND
FOR AWARD OF ATTORNEYS' FEES, COSTS, AND EXPENSES TO CLASS
COUNSEL AND SERVICE AWARD TO CLASS REPRESENTATIVE**

I, Erik D. Peterson, hereby declare as follows:

1. I am over the age of 18 years, and I am of sound mind and otherwise competent to make this Declaration. I have personal knowledge of the matters asserted herein.

2. I am an attorney duly licensed to practice in the Commonwealth of Kentucky and the State of California, as well as multiple federal circuit courts of appeals and district courts. I have appeared as one of the attorneys, where I was admitted *pro hac vice*, for Plaintiff and Class Representative Michael Pregon in the above-captioned matter.

3. This Declaration is submitted in support of Plaintiff's Unopposed Motions for Final Approval of Class Settlement and for Award of Attorneys' Fees, Costs, and Expenses to Class Counsel and Service Award to Class Representative.

Biographical Information

4. I am the founder and owner of Erik Peterson Law Offices, PSC, located in Lexington, Kentucky. Following my graduation from the University of Kentucky College of Law,

I served as a law clerk to Hon. Gregory F. Van Tatenhove in the United States District Court for the Eastern District of Kentucky. Since completing my clerkship over sixteen years ago, my practice has focused solely on class action and insurance litigation in trial and appellate courts around the country. Courts have described me as “an experienced class action litigator.” *Hicks v. State Farm Fire & Cas. Co.*, 2021 WL 8269349, at *4 (E.D. Ky. Nov. 8, 2021). In another class action lawsuit, the court observed that “[t]hroughout th[e] litigation – in both state and federal court – Class Counsel has demonstrated a mastery of the[] issues and prosecuted the case with tenacity.” *Jones v. Auto Club Prop.-Cas. Ins. Co.*, No. 15-CI-00956, slip op. at 6 (Jefferson Cir. Ct. Feb. 12, 2018).

5. As it relates specifically to labor depreciation class actions, I have been lead or co-lead counsel in more than sixty putative and certified class actions, both pending and resolved, in state or federal courts in Alabama, Arizona, Connecticut, Illinois, Kentucky, Louisiana, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, and Wisconsin. These cases have been against a wide variety of property insurers, from small regional insurers to national insurers. I am counsel of record in all labor depreciation cases currently pending in the Fifth, Sixth, Seventh, and Ninth Circuits. And, like my co-counsel here, I am counsel of record in the vast majority of labor depreciation class actions that have been filed nationwide. I have also consulted with groups of plaintiffs’ counsel in other labor depreciation class actions in which I do not represent the litigants.

6. I have argued labor depreciation class action appeals before the Nebraska Supreme Court and the United States Court of Appeals for the Sixth Circuit and have served as counsel in numerous cases setting important precedent related to labor depreciation and certification of labor depreciation class actions. *See, e.g., Hicks v. State Farm Fire & Cas. Co.*, 965 F.3d 452 (6th Cir.

July 10, 2020) (affirming class certification); *Hicks v. State Farm Fire & Cas. Co.*, 751 F. App'x 703 (6th Cir. 2018) (holding labor depreciation improper under Kentucky law); *Arnold v. State Farm Fire & Cas. Co.*, No. 2:17-cv-148 (S.D. Ala. Oct. 4, 2022) (*Arnold* Dkt. 206) (granting final approval of Alabama class action settlement); *Arnold v. State Farm Fire & Cas. Co.*, 268 F. Supp. 3d 1297 (S.D. Ala. 2017) (holding labor depreciation improper under Alabama law); *Cedarview Mart, LLC v. State Auto Prop. & Cas. Co.*, 2021 U.S. Dist. LEXIS 60871 (N.D. Miss. Mar. 30, 2021) (holding labor depreciation improper under Mississippi law); *Donofrio v. Auto-Owners (Mut.) Ins.*, 2020 U.S. Dist. LEXIS 53830 (S.D. Ohio Mar. 26, 2020) (holding labor depreciation improper under Ohio law).

7. For these reasons, I consider myself a national subject matter expert for plaintiffs' labor depreciation class actions. Only a handful of law firms pursue these cases on a national scale.

8. This Declaration summarizes the background of this lawsuit, particularly the settlement negotiations that led to the proposed settlement, and the basis upon which Class Counsel seek an award of attorneys' fees, costs, and litigation expenses and recommend that this Court grant final approval of the settlement. The following recitation is not all-inclusive but rather is intended to illustrate how settlement negotiations were structured, and the analysis that Class Counsel incorporated in agreeing to a settlement on behalf of the putative class. I believe these facts not only demonstrate that the settlement is fair, reasonable, and adequate such that the settlement should be finally approved by the Court, but also support the requested fees and costs sought by Class Counsel.

Brief History of the Litigation

9. This action and proposed settlement involve allegations that Defendant State Farm Fire and Casualty Company ("Defendant" or "State Farm") breached the terms of its property

insurance policies with Plaintiff and other class members by wrongfully depreciating labor costs when adjusting property loss claims. The settlement will resolve Class Members' Missouri labor depreciation claims against Defendant that were raised in three separate actions.

10. On April 27, 2022, class allegations were asserted against State Farm in the Circuit Court of Cole County, Missouri. *See* Pet., *Brown v. State Farm Fire & Casualty Co.*, Case No. 22AC-AC00423.

11. The plaintiff in *Brown* alleged that State Farm improperly depreciated the estimated cost of labor and other nonmaterial costs necessary to complete repairs to insured property when it calculated and issued actual cash value ("ACV") payments to Brown and other class members for structural damage losses under its property insurance policies. Brown asserted claims for breach of contract and declaratory relief on behalf of himself and a putative class of State Farm policyholders who received ACV Payments from State Farm for loss or damage to structures located in Missouri.

12. State Farm removed the *Brown* action to the Western District of Missouri on January 4, 2023.

13. On January 11, 2023, State Farm filed a motion to dismiss and a motion to strike the class allegations in *Brown* based on the Eighth Circuit's opinion in *LaBrier*, which predicted that insurers may depreciate labor costs under Missouri law. *In re State Farm Fire & Cas. Co.*, 872 F.3d 567, 570 (8th Cir. 2017).

14. When the Eighth Circuit decided *LaBrier*, there was a lack of Missouri case law specifically on point. In 2022, however, the Missouri Court of Appeals expressly held that an insurer may *not* withhold labor depreciation under a policy that does not specifically allow for labor depreciation. *Franklin v. Lexington Ins. Co.*, 652 S.W.3d 286, 303 (Mo. App. 2022).

15. On August 29, 2023, the Western District of Missouri issued an Order in *Brown*, finding that *Franklin* controls and denying State Farm's motions to dismiss and strike.

16. In September 2023, State Farm moved the Western District of Missouri to reconsider its Order and to certify for interlocutory appeal State Farm's proposed question of whether *LaBrier* remains controlling precedent despite the Missouri appellate court's decision in *Franklin*.

17. The Western District of Missouri declined to modify any finding or conclusion but allowed State Farm to seek appeal of its Order denying the motions to dismiss and strike. State Farm sought an appeal. However, on March 13, 2024, the Eighth Circuit denied State Farm's petition for permission to appeal.

18. While State Farm's motions to dismiss and strike were pending in *Brown*, Class Counsel filed a parallel labor depreciation class action in the Western District of Missouri on February 23, 2023. *M&M Rental Prop., LLC v. State Farm Fire & Cas. Co.*, Case No. 3:23-cv-05011 (W.D. Mo.).

19. As in *Brown*, State Farm filed a motion to dismiss and a motion to strike the class allegations in *M&M Rental*. The Western District of Missouri stayed the *M&M Rental* action pending resolution of the motions in *Brown*. After the Eighth Circuit denied State Farm's petition for permission to appeal in *Brown*, which left the Western District of Missouri's dismissal order intact, the Western District of Missouri also denied State Farm's motions to dismiss and strike in *M&M Rental*.

20. Class Counsel filed a third parallel labor depreciation class action in this Court on July 3, 2024. *See Pet., Pregon v. State Farm Fire & Cas. Co.*, Case No. 24SL-CC03130.

21. Throughout these actions, the parties engaged in formal and informal discovery and reviewed claims data for the putative class to assess the value of the case. Following the exchange of data, the parties engaged in a series of informal settlement discussions, as well as multiple mediation sessions.

22. The parties in *Brown* and *M&M Rental* reached individual settlements and dismissed those lawsuits.

Settlement Negotiations

23. Settlement discussions through former U.S. Magistrate Judge Stephen Williams (Ret.) were conducted in two mediation sessions with Judge Williams on December 18, 2023 and June 4, 2024.

24. Prior to participating in the mediations, the discovery done included State Farm's production of internal and third-party claims and estimating data. The detailed analysis of this data allowed for meaningful settlement negotiations.

25. In November 2024, the parties agreed to engage Michael Ungar of Ulmer & Berne as a private mediator to facilitate further settlement discussions. During a full-day mediation session with Mr. Ungar on November 5, 2024, the parties reached an agreement in principle to settle the action on a class-wide basis. The settlement in principle did not include any agreements on attorneys' fees, litigation costs, or a service award.

26. Consistent with the ethical standards for class action settlements, only after relief to the proposed class was agreed, did Class Counsel begin to negotiate the service award, attorneys' fees, and costs. State Farm indicated it would not object to the amounts sought by Plaintiff and his counsel once those amounts were finally negotiated, since the amounts were subject to the Court-approval process. Because the service award, attorneys' fees, and costs will

be paid separately by State Farm and will not reduce the recovery to the class or be subsidized by the same, State Farm was incentivized to negotiate and pay as little in fees and litigation expenses as possible.

27. Because of the timing of negotiations for fees and costs in comparison to the class relief, there are no “red flags” concerning the way the class action settlement negotiations were conducted. *See* 4 NEWBERG ON CLASS ACTIONS § 13:54 (6th ed. Dec. 2025 Update) (“The concern is also greater when the value of the settlement fund and the fees were negotiated simultaneously, as that could indicate that some of the class’s fund was traded off for greater fees.”).

28. The foregoing recitation is set forth to show that the class action settlement negotiations were conducted at arms’ length by experienced counsel and were structured in accordance with the highest ethical standards to avoid conflicts of interest between Class Counsel and the putative class members.

29. The parties subsequently executed a summary term sheet evidencing their agreement and began the process of negotiating a more comprehensive settlement agreement. The parties executed the Settlement Agreement, which was filed with the Court on October 1, 2025. The Court entered an order granting preliminary approval of the Settlement on October 10, 2025.

The Settlement Terms

30. The proposed Settlement provides that State Farm shall pay the following amounts to the following categories of claiming Class Members:

Group A: Settlement Class Members Who Previously Received ACV Payments and Did Not Receive Full RCBs. The Claim Settlement Payments to Settlement Class Members who received an ACV Payment from which either estimated Non-Material Depreciation and/or estimated GCOP Depreciation was initially deducted and did not subsequently recover all available Depreciation through payments of RCBs, will be equal to 90% of the estimated Non-Material Depreciation that was initially deducted from the ACV Payment and was not yet recovered through payments of RCBs, plus 50% of the

estimated GCOP Depreciation (if any) that was initially deducted from the ACV Payment and was not yet recovered through payments of RCBs, plus simple interest at 8.9% per annum on those additional amounts to be paid from August 6, 2021, through the date the Settlement Agreement is fully executed.

Group B: Settlement Class Members Who Previously Received Full RCBs After Initially Receiving an ACV Payment. The Claim Settlement Payments to Settlement Class Members who received an ACV Payment from which either estimated Non-Material Depreciation and/or estimated GCOP Depreciation was initially deducted and subsequently recovered all available Depreciation through payments of RCBs will be equal to simple interest at 8.9% per annum on 90% of the amount of estimated Non-Material Depreciation initially applied but subsequently recovered, plus simple interest at 8.9% per annum on 50% of the estimated GCOP Depreciation (if any) that was initially applied but subsequently recovered, calculated from the date of the initial ACV Payment through the final RCB payment.

Group C: Settlement Class Members Who Would Have Received an ACV Payment But For Application of Non-Material Depreciation and/or GCOP Depreciation. The Claim Settlement Payments to Settlement Class Members who did not receive an ACV Payment due to the application of estimated Non-Material Depreciation and/or GCOP Depreciation causing the calculated ACV figure to drop below the applicable deductible shall be equal to 90% of the portion of the estimated Non-Material Depreciation and 50% of the portion of the estimated GCOP Depreciation (if any) that the policyholder did not receive in excess of the applicable deductible, plus simple interest at 8.9% per annum on those amounts to be paid from August 6, 2021, through the date the Settlement Agreement is fully executed.

SA ¶¶ 6.4.1-6.4.3.¹

31. In addition to the class relief, State Farm has agreed to pay administration costs, reasonable fees of a Neutral Evaluator, a service award to the named Plaintiff, and reasonable attorneys' fees and expenses. Unlike in many settlements, the payment of fees, expenses, and a

¹ State Farm's policies are either "actual cash value only" or "replacement cost value" policies. For the latter type of policies, policyholders who suffer a covered loss first receive an ACV Payment (calculated by subtracting depreciation from the RCV of the covered loss) and then can recover the depreciation (known as "depreciation holdback" or "replacement cost benefits") after the repair or replacement is completed. This second, "interest only" category include those who have recovered the withheld depreciation by making a secondary claim for replacement cost benefits, and the settlement payment is intended to compensate them for the lost time value of money.

service award will not reduce the value of the putative class members' recoveries. Thus, these amounts are an additional benefit to the class.

32. The amounts of payments to be made available to Class Members will vary. Based upon analysis of claims and estimating data for State Farm's Missouri property claims included in the Settlement, Class Counsel estimates that the amount to be made available to Class Members for payment on a claims-made basis is at least \$16,267,500, not including the settlement administration costs, attorneys' fees, litigation expenses, and class representative service award.

33. Based on my extensive experience in handling more than 60 labor depreciation cases, I strongly believe this is an excellent result for the putative class, particularly given the many risk factors discussed below.

Service Award and Class Counsel Fees and Expenses

34. After the proposed settlement terms for the putative class were agreed, the parties then negotiated proposed attorneys' fees, costs, and a class representative service award.

35. Pursuant to the parties' agreement, State Farm has agreed not to oppose Plaintiff's requests for an amount no greater than \$5,125,000 in attorneys' fees and litigation expenses, and an amount no greater than \$7,500 to Plaintiff as a service award. Class Counsel estimates the aggregate value of the relief made available to the class to be at least \$16,267,500, plus the costs of administration (estimated to be at least \$100,000), attorneys' fees and expenses (\$5,125,000), and service award (\$7,500), for a total aggregate value of at least \$21,500,000. Thus, the attorneys' fees to be sought are about 23.8% of the aggregate value.

Factors Supporting Approval of the Settlement

36. Both at the time suit was filed and when the settlement was being negotiated, the risk of the class recovering nothing was substantial. *Hicks v. State Farm Fire & Cas. Co.*, 751 F.

App’x 703, 710 (6th Cir. 2018) (observing the “substantial weight of authority” is in favor of insurers in labor depreciation class actions). While labor depreciation litigation classes have been initially certified for contractual claims, no labor depreciation class action has ever gone to trial or faced the issue of decertification. Thus, certification of a litigation class here was not a guarantee.

37. Assuming *arguendo* that class certification could have been obtained and sustained over any appeals or decertification motions, Plaintiff’s next hurdle would be to establish class-wide liability and class-wide damages. After a number of state appellate courts have found that labor is not depreciable when ACV is calculated and paid, Class Counsel had a high level of confidence in establishing contractual liability for the claims at issue. *See, e.g., Franklin v. Lexington Ins. Co.*, 652 S.W.3d 286, 303 (Mo. Ct. App. 2022). Defendant, however, has not conceded this point.

38. Defendant retained experienced litigators at Dowd Bennett LLP and Riley Safer Holmes & Cancila LLP, who have defended labor depreciation class actions and other complex insurance claims in many jurisdictions around the country. Absent settlement, defense counsel would have continued to put forward multiple, discrete grounds for avoiding both liability and class certification.

39. This settlement was not reached until Class Counsel conducted extensive pre- and post-suit analysis and investigation, thoroughly researched the law and facts, engaged in discovery, performed significant data analysis, assessed the risks of prevailing at both the trial court and appellate court levels, and engaged in lengthy negotiation of all the foregoing disputes.

40. Class Counsels’ analysis leads to the conclusion that the proposed settlement is a fair and reasonable result for the putative class. In determining fairness, Class Counsel ran damages modeling based upon class-wide payment and claims estimating data for the putative

class members.

41. There were also several factors in the risk assessment process that had to be considered. These complexities and factors included the following considerations:

- a. Class Counsels' risk assessment had to consider the possibility of losing at the class certification, liability, or damages stages. For example, the Court may not have certified a class, or not certified as broad of a class, as sought by Class Counsel. This raises the major risk of class members, or categories of them, receiving no relief.
- b. Class Counsels' risk assessment also had to account for considerations associated with increasing common fund attorneys' fees and costs. Even if the class prevailed upon certification as well as the liability and damages stages at one or more trials, Class Counsel would likely have to incur substantial non-recoverable costs for e-discovery, non-testifying expert witnesses, jury consultant fees, etc. These costs would be set off against any recovery.
- c. Experience shows that, as time goes by, more putative class members cannot be located to receive their award, die, or are otherwise denied participation in their recovery due to various factors. Further delays increase this unacceptable risk of non-recovery by absent class members.

42. Further, the negotiated recovery for the proposed class was *not* reduced based upon State Farm's "ability to pay" because State Farm is financially secure.

43. Based upon these factors and considerations, Class Counsel deem the amount of class recovery, and the terms hereof under the Settlement to warrant final approval.

Reasonableness of Class Counsels' Request for Attorneys' Fees and Litigation Costs

44. As noted above, Defendant agreed to pay, subject to Court approval, an amount no greater than \$5,125,000 in attorneys' fees, costs, and litigation expenses to Class Counsel. Accordingly, Class Counsel seek this amount in attorneys' fees, costs, and litigation expenses.

45. Class Counsel spent substantial time analyzing and confirming the aggregate value of the proposed settlement. In making their aggregate estimates, Class Counsel had access to estimating data and other claims data. Based upon their analysis of this data, Class Counsel estimates the aggregate value of the relief made available to the class exceeds \$16,267,500, plus the costs of settlement administration estimated to be at least \$100,000, plus the proposed service award of \$7,500, and plus the proposed attorneys' fees and expenses of \$5,125,000 that are paid over and above the class relief.

46. All the foregoing amounts, both to be made available to the class and to be paid separately by Defendant total at least \$21,500,000 in the aggregate. Thus, Plaintiff's requested attorneys' fees and litigation expenses reflect approximately 23.8% of the aggregate value of the proposed settlement amounts made available to the class (*i.e.*, \$5,125,000 / \$21,500,000).

47. This percentage falls well within the range of reasonableness for class action settlements in Missouri. Further, this percentage is consistent with other claims made labor depreciation class action settlements that have received final approval by federal and state courts.

48. Attached hereto as **Exhibit A** is a table comprised of 41 recent (June 1, 2017 through January 7, 2026) labor depreciation class action settlements wherein: (1) the courts granted final certification of labor depreciation settlement classes; and (2) the attorneys' fees and costs awards approved for each settlement were based upon a percentage of the value of total benefits made available to the policyholder-classes on a "claims-made" basis. This chart is inclusive of all

such state or federal class action settlements involving labor depreciation that have reached final approval of which Class Counsel is aware. The range of percentages for the fees and costs awards is 15.5% to 47% for all such class action settlements.

49. My co-counsel and I are qualified to handle this litigation. We have vigorously represented the interests of the class on a contingent fee basis, with zero assurance of any recovery. Our representation of the subject class necessarily limited our ability to undertake other complex litigation, and we have devoted significant resources to this case.

50. Each firm has taken an active role in pursuing this litigation and achieving this settlement. The firms have reached an agreement on division of any fees and expenses awarded by the Court.

51. From the beginning, Defendant's counsel defended the case with vigor. The case involved substantial risk, both in terms of the legal issues presented but also in the form of time and expense investment by Class Counsel. For a small firm like mine, and those of my co-counsel, a bad result on a case such as this can be devastating. Moreover, the significant time required to obtain the result here for the class prevented me from taking on other cases that traditionally generate significant fees for my firm. Nonetheless, my firm and my co-counsel invested the time and money necessary to actively prosecute the case.

52. The value of the benefit rendered to the class, the fact that the services were undertaken on a contingent basis, the complexity and risks of the litigation, counsels' willingness to pursue the small, negative value claims at issue on a class basis, and the professional skill and standing of the lawyers representing the class all support approval of the requested award of attorneys' fees and expenses.

53. To date, no objection has been submitted to the Settlement, which further supports

approval of the requested award of attorneys' fees and expenses.

54. Going forward, Class Counsel will continue to incur costs and the expenditure of attorney time. For instance, Class Counsel will spend time associated with responding to inquiries from Class Members. Additionally, Class Counsel will ensure that the settlement administration process is completed.

Service Award for the Class Representative

55. Defendant agreed to pay a service award in the amount of \$7,500 to Plaintiff Michael Pregon.

56. Plaintiff obtained a settlement with an aggregate value estimated to be at least \$21,500,000 in total benefits. His willingness to serve as class representative, to stay updated on the case, and to provide necessary information and records, was critical to the litigation. Plaintiff regularly communicated with Class Counsel and generally acted in a fashion that was consistent with a class representative of the highest ethical standards.

Under penalties as provided by law, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

FURTHER DECLARANT SAYETH NOT.

s/ Erik D. Peterson

ERIK D. PETERSON
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February 23, 2026

TABLE OF LABOR DEPRECIATION “CLAIMS MADE” CLASS SETTLEMENTS

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>No Joke, Inc. v. West Bend Mut. Ins. Co.</i> , No. 2025-LA-0000153	Ill. Cir. Ct., Tenth Judicial Cir., Peoria Cnty.	\$9,000,000.00	15.5%	\$1,392,500.00	Jan. 7, 2026
<i>Lyman v. Auto Club Family Ins. Co.</i> , No. 22SL-AC10668	Mo. Cir. Ct., St. Louis Cnty.	\$1,826,000.00	21.8%	\$399,000.00	Dec. 9, 2025
<i>Hirsch v. Am. Family Mut. Ins. Co., S.I.</i> , No. 25SL-CC03010	Mo. Cir. Ct., St. Louis Cnty.	\$55,549,550.00	17%	\$9,437,500.00	Aug. 26, 2025
<i>Varney v. Am. Family Mut. Ins. Co.</i> , No. 25SL-CC03011	Mo. Cir. Ct., St. Louis Cnty.	\$55,534,550.00	17%	\$9,437,500.00	Aug. 26, 2025

¹ The “total monetary benefit” is inclusive of the value of the amount of unrecovered nonmaterial depreciation and interest, attorneys’ fees and expenses, service awards, and settlement administrative costs.

² The percentage of attorneys’ fees awarded in these cases were based on the “total benefit” made available to the class as discussed, *supra*, n.1.

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Scott v. Safeco Ins. Co. of Am.,</i> No. 24SL-CC07051	Mo. Cir. Ct., St. Louis Cnty.	\$14,833,500.00	22.9%	\$3,395,000.00	May 21, 2025
<i>Whiting v. Liberty Ins. Corp.,</i> No. 24SL-CC07052	Mo. Cir. Ct., St. Louis Cnty.	\$2,837,500.00	22%	\$625,000.00	May 21, 2025
<i>Litman v. State Auto Prop. & Cas. Co.,</i> No. 24SL-CC07058	Mo. Cir. Ct., St. Louis Cnty.	\$5,490,800.00	22.8%	\$1,250,000.00	May 21, 2025
<i>Foringer v. Erie Ins. Co.,</i> No. 00746, and <i>Grzymkowski v. Erie Ins. Co.,</i> No. 02167	Court of Common Pleas of Philadelphia Cnty.	\$7,142,000.00	24.5%	\$1,750,000.00	Apr. 14, 2025
<i>McLaughlin v. Fire Ins. Exch.,</i> No. 1316-CV11140	Mo. Cir. Ct., Jackson Cnty.	\$12,000,000.00	47%	\$5,660,825.14	Sept. 19, 2024

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Belle Meade Owners Ass'n, Inc. v. Cincinnati Ins. Co.</i> , No. 22-cv-00123	E.D. Tenn.	\$4,857,500.00	24.7%	\$1,200,000.00	May 13, 2024
<i>Walker v. Auto-Owners (Mut.) Ins. Co.</i> , No. 2023-LA-0000I43	Ill. Cir. Ct., Tenth Judicial Cir., Peoria Cnty.	\$7,125,000.00	23.1%	\$1,649,000.00	Jan. 10, 2024
<i>Gentes Trust # 1 v. Frontier-Mt. Carroll Mut. Ins.</i> , No. 2022-LA-000269	Ill. Cir. Ct., Third Judicial Cir., Madison Cnty.	\$965,000.00	25.9%	\$250,000.00	Oct. 26, 2023
<i>Danshir, LLC v. Greater N.Y. Mut. Ins. Co.</i> , No. 21-cv-01158	N.D. Ill.	\$2,060,195.33 (exclusive of settlement administration)	27.1%	\$557,500.00	Oct. 26, 2023
<i>Sproull v. State Farm Fire & Cas. Co.</i> , No. 16-L-1341	Ill. Cir. Ct., Third Judicial Cir., Madison Cnty.	\$50,250,000.00	19.7%	\$9,900,000.00	Sept. 28, 2023

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Mitchell, et al. v. Allstate Vehicle & Prop. Ins. Co., et al.</i> , No. 2:21-cv-347-TFM-B	S.D. Ala.	\$19,195,000.00	20.6%	\$3,950,000.00	Aug. 8, 2023
<i>Condos. At Northpointe Ass'n, et al. v. State Farm Fire & Cas. Co.</i> , No. 1:16-cv-01273	N.D. Ohio	\$14,004,000.00	28.6%	\$4,004,000.00	July 25, 2023
<i>Perry v. Allstate Indem. Co., et al.</i> , No. 1:16-cv-01522	N.D. Ohio	\$23,200,000.00	22%	\$5,000,000.00	July 25, 2023
<i>Hester, et al. v. Allstate Vehicle & Prop. Ins. Co., et al.</i> , No. 20L0462	Ill. Cir. Ct., Twentieth Judicial Cir., St. Clair Cnty.	\$13,290,000.00	22.4%	\$2,990,000.00	June 12, 2023
<i>Fox v. Am. Family Ins. Co.</i> , No. 1:20-cv-01991	N.D. Ohio	\$2,621,186.00	25.9%	\$679,567.00	Jan. 12, 2023

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Cedarview Mart, LLC v. State Auto Prop. & Cas. Co.,</i> No. 3:20-cv-00107	N.D. Miss.	\$5,042,797.00	22%	\$1,129,722.00	Nov. 7, 2022
<i>Staunton Lodge No. 177, A.F. & A.M v. Pekin Ins. Co.,</i> No. 2020-L-001297	Ill. Cir. Ct., Third Judicial Cir, Madison Cnty.	\$6,916,100.00	21.7%	\$1,500,000.00	Oct. 6, 2022
<i>Arnold v. State Farm Fire & Cas. Co.,</i> No. 2:17-cv-148	S.D. Ala.	\$38,810,000.00	22%	\$8,595,000.00	Oct. 4, 2022
<i>Stevener v. Erie Ins. Co.,</i> No. 20-cv-603	N.D. Ohio	\$5,974,285.00	19.3%	\$1,155,000.00	Aug. 19, 2022
<i>Donofrio v. Auto-Owners (Mut.) Ins. Co.,</i> No. 19-cv-58	S.D. Ohio	\$8,880,000.00	19.5%	\$1,740,000.00	July 22, 2022

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Republic Roofing & Restoration, LLC v. Nat'l Sec. Fire & Cas. Co., No. 19-cv-02518</i>	W.D. Tenn.	\$2,686,954.37	22%	\$602,103.00	May 26, 2022
<i>Huey v. Allstate Vehicle & Prop. Ins. Co., No. 19-cv-00153</i>	N.D. Miss.	\$1,481,208.00	23%	\$336,000.00	May 26, 2022
<i>Shields v. Metropolitan Prop. & Cas. Ins. Co., No. 19-cv-00222</i>	N.D. Miss.	\$8,495,308.00	22%	\$1,895,876.00	May 25, 2022
<i>Helping Hands Home Improvement, LLC v. Selective Ins. Co. of South Carolina, et al., No. 20-cv-00092</i>	M.D. Tenn.	\$4,207,073.00	23.8%	\$999,000.00	May 9, 2022
<i>Hicks v. State Farm Fire & Cas. Co., No. 14-cv-00053</i>	E.D. Ky.	\$7,760,000.00	24.5%	\$1,900,000.00	Apr. 28, 2022

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Hawker v. Pekin Ins. Co.</i> , No. 21-cv-002169	Ohio Ct. of Common Pleas, Franklin Cty.	\$3,417,000.00	24.1%	\$833,100.00	Feb. 25, 2022
<i>Schulte v. Liberty Ins. Corp.</i> , No. 3:19-cv-00026	S.D. Ohio	\$20,078,000.00	17.08%	\$3,431,259.79	May 20, 2021
<i>Arakoni v. Membersselect Ins. Co.</i> , No. 1:20-cv-000092	N.D. Ohio	\$230,000.00	23.9%	\$55,000.00	Mar. 3, 2021
<i>Mitchell v. State Farm Fire & Cas. Co.</i> , No. 17-00170	N.D. Miss.	\$11,559,000.00	18.9%	\$2,190,000.00	Feb. 25, 2021

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Holmes v. LM Ins. Corp.</i> , No. 19-00466 and <i>Northside Church of Christ v. Ohio Security Ins. Co.</i> , No. 20-00184	M.D. Tenn.	\$10,144,000.00	18.3%	\$1,863,665.88	Feb. 5, 2021
<i>Koester v. USAA Gen. Indem. Co.</i> , No. 19-02283	W.D. Tenn.	\$4,163,000.00	18.7%	\$780,000.00	Sept. 4, 2020
<i>Stuart v. State Farm Fire & Cas. Co.</i> , No. 4:14-cv-4001	W.D. Ark.	\$11,757,954.06	27.7%	\$3,257,954.06	June 2, 2020
<i>Baker v. Farmers Group, Inc.</i> , No. CV--17-03901-PHX-JJT	D. Ariz.	\$672,500.00	18.5%	\$120,500.00	Sept. 25, 2019

Case Name & Case No.	Venue	Estimated Amount of Total Monetary Benefit To Be Made Available To Class¹	Percentage of Fees & Costs Awarded²	Amount of Fees & Costs Awarded	Date of Final Approval Order
<i>Braden, et al. v. Foremost Ins. Co. Grand Rapids</i> , No. 4:15-cv-04114-SOH	W.D. Ark.	\$3,827,000.00	22.2%	\$850,000.00	Oct. 9, 2018
<i>Larey v. Allstate Prop. & Cas. Ins. Co.</i> , No. 4:14-cv-04008-SOH	W.D. Ark.	\$1,662,500.00	24.8%	\$412,500.00	Feb. 9, 2018
<i>Goodner v. Shelter Mut. Ins. Co.</i> , Case No. 4:14-cv-04013-SOH	W.D. Ark.	\$25,529,071.00	23.8%	\$6,086,160.63	June 6, 2017
<i>Green v. American Modern Home Ins. Co., et. al</i> , Case No. 4:14-cv-04074-SOH	W.D. Ark.	\$3,281,795.00 (exclusive of settlement administrative costs to be paid separately by defendant)	24.9%	\$820,448.66	June 1, 2017