

IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY
STATE OF MISSOURI

HANNAH HESS, on behalf of herself and all)	
others similarly situated,)	
)	
Plaintiff,)	
v.)	Cause No. 22CG-CC00005
)	
ROOT INSURANCE COMPANY,)	
)	
Defendant.)	
)	

Settlement Agreement and Release

This Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of the date of last signature for this Agreement, is entered into by Plaintiff Hannah Hess, individually and on behalf of the Settlement Class, and Defendant Root Insurance Company (“Root” or “Defendant”). Plaintiff, together with the Settlement Class, and Root are each individually a “Party” and are collectively the “Parties.” The Parties hereby agree to the following terms in full settlement of the Action, subject to Final Approval, as defined below.

I. Recitals

1. On January 5, 2022, Plaintiff filed this putative class action alleging that Root underpaid its insureds on certain auto insurance claims by excluding Sales Tax from the payment it makes when it declares the vehicle a total loss despite the fact the Root policy arguably contains an explicit promise to pay “applicable” Sales Tax.

2. On April 18, 2022, the Parties filed a Joint Motion to Stay Proceedings.

3. On April 27, 2022, Root filed a Consent Motion for Continuance.

¹ All capitalized terms herein have the meanings ascribed to them in Section II or various places defined in the Agreement.

4. On June 7, 2022, the Parties mediated the Action with mediator Benjamin Newman and ultimately agreed to the material terms of a settlement.

5. The Parties and their counsel have investigated the facts and issues raised in the Action, and have sufficient information to evaluate settlement and this Agreement.

6. Defendant denies the validity of any allegations made in the Action or any liability with respect thereto, and specifically denies that any applicable rule, statute, regulation, or law requires any supplemental disclosure or any other settlement consideration, but have agreed to the Settlement set forth herein to avoid delay and the substantial burden, expense, risk, inconvenience, and distraction of litigation, and to fully and finally resolve the Action and any claims that could have been made in the Action.

7. Counsel for Plaintiff and counsel for Defendant have engaged in arm's length negotiations concerning settlement of the Action. After confidential settlement negotiations, including those taking place during a formal mediation proceeding, the Parties have reached an agreement providing for the settlement of the Action on the terms and subject to the conditions set forth below. The Parties did not discuss Attorneys' Fees and Costs or any potential Service Award until they first agreed on the substantive terms of this settlement.

8. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties (definitions below). The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. “Action” means *Hannah Hess v. Root Insurance Company*, Case No. 22CG-CC00005.
2. “Automobile Insurance Policy” means a Missouri policy of insurance issued by Root in effect during the Class Period and providing first-party private-passenger automobile physical damage coverage.
3. “Claim Form” means the Court-approved claim form, which may be electronic or physical paper, that a Settlement Class member must complete, sign, and submit to the Settlement Administrator to be considered for payment under the Settlement.
4. “Claim Form Submission Process” means the process by which Settlement Class members will submit Claim Forms either by mail or electronically, which will then be reviewed for timeliness and completeness by the Settlement Administrator.
5. “Claims Deadline” means the date by which Claim Forms must be dispatched for purposes of being considered timely. The Claims Deadline shall be 15 calendar days after the Final Approval Hearing.

6. “Class Counsel” means:

Martin L. Daesch
Jesse B. Rochman
Craig W. Richards
ONDERLAW, LLC
110 E. Lockwood, 2nd Floor
St. Louis, MO 63119

Rachel Dapeer
DAPEER LAW, P.A.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180

7. “Class Counsel Fees” shall mean any Court-awarded attorneys’ fees payable by Root separate and apart from the Settlement Amount payable to the Settlement Class Members.

8. “Class Data” means all relevant information of a Covered Total Loss Claim used to determine the amount to pay each Settlement Class Member.

9. “Class Period” means Covered Total Loss Claims insured by Root for the period from January 5, 2011 to the date of preliminary approval of the Proposed Settlement.

10. “Class Representative” means Hannah Hess.

11. “Confidential Information” means the names, addresses, policy numbers, and all data provided by Root relating to potential Settlement Class members, and any other proprietary business information of Root.

12. “Court” means the Circuit Court of Cape Girardeau County in the State of Missouri.

13. “Covered Total Loss Claim” means any first-party private passenger auto property damage claim determined to constitute a Total Loss to an insured automobile that (a) occurred within the Class Period, (b) relates to an owned or leased vehicle, (c) was determined by Root or by a court or arbitrator of competent jurisdiction to be covered by an Automobile Insurance Policy issued by Root, and (d) resulted in a Total Loss Claim Payment in the state of Missouri.

14. “Effective Date” means the fifth business day after the Court has entered, without material change, the Final Approval Order and judgment.

15. “Electronic Claim Form” means the Court-approved electronic (not paper) claim form that a Settlement Class Member must submit electronically to be considered for payment under the Final Settlement, which shall be substantially in the form as Exhibit D.

16. “Eligible Settlement Class member” means a Settlement Class member who timely submits a Claim Form in accordance with the Claim Form submission requirements in this Agreement.

17. “Final Approval” means the date that the Court enters the Final Approval Order.

18. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting final approval to the Settlement and further determine the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

19. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

20. “Root” means Root Insurance Company.

21. “Notice” means each of the notices that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

22. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Short-Form Notice a/k/a Postcard Notice or Email Notice and Long Form Notice, (all defined herein below), which shall be substantially in the forms as Exhibits A-C, respectively,

23. “Objection Deadline” means the period that begins the day after the earliest date on which Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The Objection Deadline shall appear in the Notices.

24. “Opt-Out Deadline” means the last day of period that begins the day after the earliest date on which Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The Opt-Out Deadline will be specified in the Notices.

25. “Plaintiff” means Hannah Hess together with the Settlement Class.

26. “Policyholder” means the named insured under a Root automobile policy.

27. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the Motion for Preliminary Approval.

28. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement.

29. “Releases” means all the releases contained in Section IX hereof.

30. “Released Claims” means only the claims for Sales Tax that arise out of or relate to Total Loss Claims in the Class Period and as identified in the operative Complaint.

31. “Releasees” or “Released Parties” means Defendant and all members, affiliates, subsidiaries, parents, managers, officers, directors, and shareholders of Defendant.

32. “Releasing Parties” means Plaintiff and all Settlement Class Members, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

33. “Sales Tax,” “State and Local Sales Tax,” or “Tax,” means the sales tax collected or assessed by the State of Missouri and any of its counties, cities, or political subdivisions when a vehicle is leased, purchased, or sold.

34. “Service Award” means any Court-ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due Plaintiff as a Settlement Class Member.

35. “Settlement Administrator” means a mutually agreed settlement administrator, either Settlement Services, Inc. (“SSI”) or Simpluris. Class Counsel and Root may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Settlement Class Counsel or Root may move the Court to substitute a different organization as Settlement Administrator, upon a showing of good cause.

36. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding notice and settlement administration.

37. “Settlement Class” means all insureds, under any Missouri automobile insurance policy issued by Root and its subsidiaries or related insurance companies with the same operative policy language covering a vehicle with auto physical damage coverage for comprehensive or collision loss where such vehicle was declared a total loss, who made a first-party claim for total loss, and whose claim was adjusted as a total loss, within the ten year time period prior to the date on which this lawsuit was filed until the date of any certification order. The Settlement Class excludes:

- a) any of Root’s officers, directors, shareholders, employees, or legal representatives;
- b) the Honorable Benjamin F. Lewis and any member of their immediate families; and
- c) any person who timely opts out of the settlement.

38. “Settlement Class Member” means any member of the Settlement Class who has not opted-out of the Settlement, has submitted a timely and valid Claim Form, and is entitled to receive a Settlement Class Member Payment.

39. “Settlement Class Member Payment” means the cash distribution that will be made by Root to each Settlement Class Member who submits a valid and timely claim that is approved by the Settlement Administrator.

40. “Settlement Amount” means the amount in cash that Root agreed to pay Settlement Class Members who timely submit a claim under the Settlement. Defendant estimates the total exposure under the Settlement Amount will be \$1,492,914.94.

41. “Settlement Website” means the website that the Settlement Administrator will establish as a means for Settlement Class members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, access to a downloadable printable Claim Form, information on how to submit an electronic Claim Form online, Motion for Preliminary Approval, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website and the Settlement Website shall remain online for 90 days following the Claims Deadline. The URL of the Settlement Website shall be www.autolosstaxsettlement.com, or such other URL as Class Counsel and Root agree upon in writing. Ownership of the Settlement Website URL shall be transferred to Root within 10 days of the date on which operation of the Settlement Website ceases.

42. “Total Loss” means an insured vehicle that sustained damage, was the subject of a covered first-party property damage claim submitted to Root, and for which Root issued a Total Loss Claim Payment.

43. “Total Loss Claim Payment” means a first-party property damage claim payment made by Root under Root’s Automobile Insurance Policy for a vehicle determined to be a total loss.

III. Settlement Consideration

44. Subject to approval by the Court, Root has agreed to the following Consideration:

a. pay Settlement Class Members who submit a valid claim sales tax at the average rate of 7.76% of the adjusted vehicle value, which was determined by Root at the time of loss explained in detail in Section VIII hereinbelow;

b. pay, separate and apart from the Settlement Amount to Settlement Class Members, all Settlement Administration Costs;

c. pay, separate and apart from the Settlement Amount to Settlement Class Members, the Class Representative any Court-awarded Service Award;

d. pay Class Counsel, separate and apart from the Settlement Amount to Settlement Class Members, any Court-awarded Class Counsel Fees of up to \$373,228.59; and

45. Class Counsel has agreed not to seek reimbursement of its litigation costs and expenses from Root or the Settlement Class. Root shall not be responsible for any other payments under this Agreement.

IV. Settlement Approval

46. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an order granting Preliminary Approval of this Settlement. The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Root. The Motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and Claim Form procedures set forth herein and approve the form and content of the Notices and Claim Form for the Settlement; (4) approve the procedures set forth herein

below for Settlement Class members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, Root, and counsel for Root, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for Class Counsel Fees and for a Service Award to the Class Representative.

V. Settlement Administrator

47. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Settlement Class Member Payments as provided herein.

48. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

a. Use the name and address information for Settlement Class members provided by Root in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice, and to fulfill the requirements associated with Email Notice and Long Form Notice;

b. Process Claim Forms and oversee the Claim Form Submission Process as described more fully hereinbelow;

c. Establish and maintain a post office box for requests for exclusion or objections from the Settlement Class;

d. Establish and maintain the Settlement Website;

- e. Respond to any mailed Settlement Class member inquiries;
- f. Process all requests for exclusion from the Settlement Class;
- g. Provide weekly reports to Class Counsel and Root that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, the number of objections received that week, the total number of objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly requested exclusion from the Settlement Class or served objections, detailing the number of Claim Forms that were timely and validly submitted, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Distribute Settlement Class Member Payments by check to Settlement Class Members;
- j. Provide to Root a detailed list of Settlement Class Members who submitted timely and valid Claim Forms that are entitled to payment, along with the amount of the Settlement Class Member Payment due each Settlement Class Member and instruct Root to send the Settlement Administrator the funds necessary to deliver Settlement Class Member Payments in the form of checks to all Settlement Class Members.
- k. Invoice Root for payment of Settlement Administration Costs, as provided in this Agreement; and

I. Any other settlement-administration-related function at the instruction of Class Counsel and Root, including, but not limited to, verifying that the Settlement Amounts has been distributed.

VI. Notice to Settlement Class Members

49. As soon as practicable after Preliminary Approval of the Settlement, at the direction of Class Counsel and Root's Counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class members may exclude themselves from or "opt-out" of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the means by which Settlement Class members may submit Claim Forms and the date upon which Claim Forms must be submitted; a date by which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement, the Electronic Claim Form, and other related documents and information. Class Counsel and Root shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

50. The Notice shall include the opt-out procedures. A Settlement Class member may opt-out of the Settlement Class at any time on or before the Opt-Out Deadline, provided the optout notice is postmarked no later than the Opt-Out Deadline. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement.

51. The Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for Class Counsel Fees and/or Service Award for the Class Representative. Objections to the Settlement, to the application for fees and/or

to the Service Award must be mailed to the Clerk of the Court, Class Counsel, Root's counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Opt-Out Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

52. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
 - b. the objector's full name, address and telephone number;
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 - e. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
 - g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Root may conduct limited discovery on any objector consistent with the Missouri Rules of Civil Procedure.

53. Notice shall be provided to Settlement Class members and shall include the following:

a. Long-form Notice, which will be posted on the Settlement Website and emailed to Settlement Class Members who so request;

b. Short-form Notice, which will be sent to each Settlement Class member via U.S. Mail postcard once ("Postcard Notice"), and via email on two occasions and on dates suggested by the Settlement Administrator, which shall include a hyperlink to the Claim Form on the Settlement Website ("Email Notice").

54. Root will make available to Class Counsel and the Settlement Administrator the Class Data, which will include the list of Settlement Class members. The Class Data shall be provided to Class Counsel's no later than 14 days of the Preliminary Approval Order. Root will bear the expense of extracting the Class Data.

55. The Settlement Administrator shall, within 21 days of Preliminary Approval, mail to all such Settlement Class members Postcard Notice.

56. For any postcards returned as undeliverable, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose postcards were returned (such as by running addresses of returned checks through the National Change of Address Database) to effectuate delivery of such postcards. For any such recipients for whom updated addresses are found, the Settlement Administrator shall make only one additional attempt to re-mail.

57. The Settlement Website shall be established and live no later than 10 days after Preliminary Approval and shall contain important information and documents, including an online Claim Form and ability to submit the Claim Form via the Settlement Website.

58. The Settlement Administrator shall retain a record of all such Notice procedures and provide periodic updates to the Parties during the Notice Period.

59. The Notice Program shall be completed no later than 60 days before the Final Approval Hearing.

60. All costs related to the Notice Program shall be paid by Root.

61. Within the provisions set forth in this Section VI, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Root.

VII. Final Approval Order and Judgment

62. Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of Class Counsel's application for attorneys' fees, and for a Service Award for the Class Representative, no later than 15 days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument, as needed, on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, and for the Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees, or the Service Award application, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

63. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfied Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims; bar and enjoin all Releasing Parties from pursuing any Released Claims against Root or its affiliates at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Root and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Root, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VIII. Claim Form Submission, Calculation and Distribution of Settlement Class Member Payments, Non-Monetary Consideration and Residual Funds

64. To receive a Settlement Class Member Payment, Settlement Class members must submit Claim Forms by the Claim Deadline. Each known Settlement Class Member for whom Root has a mailing address will receive a Claim Form as part of their Postcard Notice. To be eligible for the Settlement Class Member Payment, each Settlement Class member submitting a Claim Form by mail shall be required to sign a paper Claim Form and dispatch it in the mail with a postmark by the Claim Deadline. Thereafter, upon receipt, the Settlement Administrator will evaluate the Claim Form to make sure it was timely received and signed. Settlement Class

members may also submit Claim Forms via the Email Notice that will be emailed to them on two occasions. Settlement Class members may alternatively submit Claim Forms online electronically at the Settlement Website, www.autolosstaxsettlement.com. The Settlement Website will include a button to “Submit a Claim” which will allow Settlement Class members to upload claims forms online. Electronic Claim Forms must be submitted by the Claim Deadline and Settlement Class members will be asked to verify their identity online. Settlement Class members who submit valid and timely Claim Forms shall be entitled to Settlement Class Member Payments in the full amount of the taxes they are owed. There will be no deductions prior to distribution.

65. The calculation of the Settlement Amount contemplated by this section shall be done by Class Counsel and Root for the purpose of compensating Settlement Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations.

66. The Parties have agreed that Root shall pay Settlement Class Members Sales Tax at the average rate of 7.76% of the adjusted vehicle value, which was agreed to at the time of the total loss.

67. Insureds, as used in the Settlement Class definition, will include all insureds with leased or owned vehicles in the Settlement Class.

68. As soon as practicable, but no later than 45 days from the Effective Date, Root shall send the Settlement Amount to the Settlement Administrator necessary to pay the full amount of the Settlement Class Member Payments.

69. All Settlement Class Members who submit completed Claim Forms by the Claims Deadline will be entitled to a payment and shall automatically receive their payment by check issued by the Settlement Administrator within 45 days following the Claims Deadline.

70. In the event of any complications arising in connection with the issuance or cashing of a check, other than the Settlement Class Member's failure to timely deposit or cash the check, the Settlement Administrator shall provide written notice to Class Counsel and Root's Counsel. Absent specific instructions from Class Counsel and Root's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the Settlement Class Member entitled to the Settlement Class Member Payment.

71. For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose checks were returned (such as by running addresses of returned checks through the NCOA database) to effectuate delivery of such checks. For any such recipients for whom updated addresses are found, the Settlement Administrator shall make only one additional attempt to re-mail or re-issue a Settlement Class Member Payment to the updated address. Notwithstanding the above, should a Settlement Class Member change his or her address from that provided on the Claim Form from the date they submitted their Claim up until 60 days after the Effective Date and not update his or her address with the Settlement Administrator, such Settlement Class Member may not receive payment.

72. As part of the Settlement, Defendant will revise its policy form to clarify its practice related to the payment of sales tax in Missouri. The policy revision will remove the policy language

that Root will pay “applicable sales tax” as part of the Payment of Loss. The policy form has been filed with the Department of Insurance for approval.

IX. Releases

73. Plaintiff and Settlement Class Members shall provide a release to Defendant and all members, affiliates, subsidiaries, parents, managers, officers, directors and shareholders of Defendant (collectively, “Releasees” or “Released Parties”), of claims for any and all costs associated with replacing a total loss vehicle, including but not limited to, sales tax, title transfer fees and registration transfer fees that arise out of or relate to Total Loss Claims in the Class Period, no later than 30 days following issuance of a final and non-appealable Court order approving the Settlement, thereafter the Court will dismiss the action with prejudice.

74. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Root in any forum, action, or proceeding of any kind whatsoever.

X. Payment of Attorneys’ Fees and Service Award

75. Root agrees not to oppose Class Counsel’s request for attorneys’ fees of up to \$373,228.59. The attorneys’ fees request, which shall be paid by Root separately from the Settlement Amount, is equal to 25% of the Settlement Amount. Any award of attorneys’ fees to Class Counsel shall be payable separate and apart from the Settlement Amount available to Settlement Class Members, thereby ensuring that the Settlement Class Members receive 100% of their claimed losses. The Parties agree that the Court’s refusal to approve, in whole or in part, any award for attorneys’ fees shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

76. Provided that Plaintiff has provided Root with payee instructions and a completed IRS Form W9 at least 7 days prior to the Effective Date, then within 7 days of the Effective Date, Root shall pay a designated Class Counsel firm the attorneys' fees awarded by the Court by check sent overnight delivery. Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees to that firm. Root shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees, costs, or expenses or any other payments not specifically described herein.

77. Class Counsel will ask the Court to approve a Service Award to the Plaintiff in the amount of \$5,000.00. The Service Award is to be paid by the Settlement Administrator to the Class Representative within 14 days of the Effective Date. The Service Award shall be paid to the Class Representative in addition to Class Representative's Settlement Class Member Payment insofar as the Class Representative timely submits a valid Claim Form. Root agrees not to oppose Class Counsel's request for a Service Award. The Parties agree that the Court's refusal to approve a Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

78. The Parties represent they negotiated and reached agreement regarding attorneys' fees and the Service Award, only after reaching agreement on all other material terms of this Settlement.

XI. No Admission of Liability

79. Defendant denies any fault, wrongdoing, or liability to Plaintiff or the Settlement Class Members for monetary damages or other relief. Nonetheless, the proposed settlement herein is desirable in order to avoid the further significant burden, expense, risk, and inconvenience of

protracted litigation, and the distraction and diversion of its personnel and resources. Neither this Agreement nor the negotiations concerning it or any settlement negotiations may be used, offered, or admitted as evidence of liability or for any purpose or filed with the Court for any reason.

80. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

81. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of doubtful and disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of liability, nor an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

82. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

83. In addition to any other defenses Class Counsel may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XII. Miscellaneous Provisions

84. Effect of Judicial Non-Approval of Settlement: If the Settlement Agreement does not receive final and non-appealable Court approval, Defendant shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any attorneys' fees or expenses to Class Counsel, or any Service Award to Plaintiff.

85. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

86. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

87. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

88. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in good faith to resolve the dispute.

89. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

90. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

91. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

92. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

93. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this

purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Root or its affiliates at any time, including during any appeal from the Final Approval Order and judgment.

94. Notices. All notices to counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Notices to Plaintiff:

Rachel Dapeer
DAPEER LAW, P.A.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180

Notices to Defendant:

Jennifer L. Mesko
Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, OH 44113
Telephone: 216-696-4579
jennifer.mesko@tuckerellis.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

95. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Root and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

96. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

97. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and counsel for Root (for Root), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiff and Root to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

98. Agreement Mutually Prepared. Neither Root nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

99. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Root has provided and is providing information that Plaintiff reasonably requests to identify Settlement Class members and the alleged damages they incurred. Both Parties recognize and acknowledge that they reviewed and analyzed data for a subset of the time at issue and that they used extrapolation to make certain determinations, arguments, and settlement positions. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in


connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

100. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.


Dated: 07 / 25 / 2022


Hannah Hess
Plaintiff

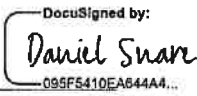
Dated: 07 / 27 / 2022


Martin Daesch, Esq.
OnderLaw, LLC
Class Counsel

Dated: 07 / 25 / 2022


Rachel Dapeer, Esq.
Dapeer Law, P.A.
Class Counsel

Dated: _____

Root Insurance Company 
By: Daniel Snare
ITS Deputy General Counsel
Defendant

Dated: _____


Jennifer L. Mesko, Esq.

Tucker Ellis LLP
Counsel for Root



EXHIBIT A

Notice of Class Action Settlement

You are receiving this Notice because you may be a Settlement Class member in a class action against Root Insurance Company ("Root"). The Parties in the case have agreed to settle the case.

Why am I getting this Notice? You have been identified as a Settlement Class member from Root's claims data because you were a Missouri policyholder and insured by Root and submitted a physical damage claim with respect to a vehicle that resulted in a Total Loss Claim Payment during the period from January 5, 2011 to the date of preliminary approval of the Proposed Settlement.

What is this lawsuit about? The Settlement resolves a lawsuit claiming that Root underpaid its insureds on auto insurance claims by excluding Sales Tax from the payment it makes when it declares the vehicle a total loss.

Settlement Terms. Root will pay Sales Tax to eligible Settlement Class Members who timely submit a claim. Claim payments will be the amount of Sales tax at the average rate of 7.76% of the adjusted vehicle value at the time of loss. Class Counsel will be seeking attorneys' fees of up to \$373,228.59 and a \$5,000.00 Service Award to the Class Representative, to be approved by the Court. These payments will not reduce the amount of money available to Settlement Class Members as they will be paid separately by Root.

How do I Receive Payment? To receive a payment, you must complete and mail the attached Claim Form or submit a Claim Form online at www.autolosssettlement.com. Paper Claim Forms must be postmarked, or electronic Claim Forms submitted on the Settlement Website, by __, 20__.

Do I have any other options? If you do not want to be legally bound by the Settlement, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you will not be able to sue or continue to sue Root for any claim made in this lawsuit or released by the Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR]. The Long Form Notice available at the Settlement Website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [MONTH], [DAY], [YEAR,] to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees and Service Award for the Class Representative. More details and the full terms of the proposed Settlement is available at www.autolosssettlement.com.

COURT ORDERED LEGAL NOTICE

If you suffered a total loss on a vehicle insured by Root Insurance Company from 2011-2022, you may be entitled to a cash payment.

Complete and return the enclosed Claim Form by

_____ to receive a cash payment.

Class Action Settlement
PO BOX 0000
City, State, Zip Code

**Class Member John Doe
123 ABC Street
XXXX, Missouri 12345**

CLAIM FORM

Name & Address: [PREFILL]

Claim: [PREFILL]

Date of Loss: [PREFILL]

1. ADDRESS (if different from above)

Primary Address

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Primary Address continued

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City:

State:

Zip Code:

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2. AFFIRMATION (required): By signing below, I submit this claim form.

Signature: _____ Dated _____

Name (please print): _____

<hr/> <hr/> <hr/>	postage prepaid mark
Root Class Action Claims Administrator P.O. Box _____ [City], [State], [Zip]	

11/11/2016 10:00 AM

EXHIBIT B

EMAIL

To:
From:
Subject: Root Settlement - File a Claim

Root's records show you suffered a total-loss while insured with them and you may be entitled to a cash payment from this class action settlement.

Claim your cash payment from the settlement by [Date].

Go to [insert link to www.autolosssettlement.com] and enter your Claim ID [insert ClaimID]

You have been identified as a Settlement Class member from Root's claims data because you were a Missouri policyholder and insured by Root and submitted a physical damage claim with respect to a vehicle that resulted in a Total Loss Claim Payment during the period from January 5, 2011 to the date of preliminary approval of the Proposed Settlement.

You may have previously received a notice informing you that you might be a class member in a class action against Root. The Parties in the case have agreed to settle the case.

The Settlement resolves a lawsuit claiming that Root underpaid its insureds on auto insurance claims by excluding Sales Tax from the payment it makes when it declares the vehicle a total loss.

Root will pay Sales Tax to eligible Settlement Class Members who timely submit a claim. Claim payments will be the full amount of Sales tax at the average rate of 7.76%. The maximum available totals \$1,492,914.94. Class Counsel will be seeking attorneys' fees of up to \$373,228.59 and a \$5,000.00 Service Award to the Class Representative, to be approved by the Court. These payments will not reduce the amount of money available to Settlement Class Members as they will be paid separately by Root.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim Form online at www.autolosssettlement.com by using the above link and ClaimID information. Claim Forms must be postmarked or submitted online by ____.

Unless you timely file a Claim Form, you will not get a Settlement payment and your rights will be affected. If you don't want to be legally bound by the settlement, you must exclude yourself from it by **[MONTH], [DAY], [YEAR]**. Unless you exclude yourself, you won't be able to sue or continue to sue Root for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **[MONTH], [DAY], [YEAR]**.

More details and the full terms of the Proposed Settlement is available at **Error! Hyperlink reference not valid**. You may also contact class counsel.

EXHIBIT C

**IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY
STATE OF MISSOURI**

Hess v. Root Insurance Company

Case No. 22CG-CC00005

IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT

**A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in the case *Hess v. Root Insurance Company* Case No. 22CG-CC00005, entitling Settlement Class members to payment of Sales Tax related to vehicles determined to be total losses. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Settlement Class; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.
Visit www.autolosstaxsettlement.com for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a class or class members. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all class members in a single action, except for those persons or entities who ask in writing to be excluded from the class.

What Is this Class Action About?

Plaintiff alleged that the Root breached its contracts (insurance policies) by failing to pay Plaintiff and other Missouri insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, sales tax. Root maintains that it complied with the terms of the insurance policies and applicable law and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

Settlement Terms

As a part of the settlement, Root has agreed, upon Court approval, to:

1. Pay Settlement Class Members who timely submit a Claim Form Sales Tax at the average rate of 7.76% of the adjusted vehicle value determined at the time of loss.
2. Separately pay attorneys' fees not to exceed \$373,228.59, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will not come from nor reduce any payment made to Settlement Class Members, with both amounts to be approved by the Court.

In exchange, Plaintiff and the Settlement Class members who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax. If you are a member of the Settlement Class, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Root individually and separately for payment of Sales Tax. You may also object to the terms of the Settlement, if you comply with the requirements set forth below.

How Do I Know if I'm a Member of the Settlement Class?

You may be a member of the Settlement Class against the Defendant if you were a Missouri policyholder and insured by Root and submitted a physical damage claim with respect to a vehicle that resulted in a Total Loss Claim Payment during the period January 5, 2011 to the date of preliminary approval of the proposed settlement. If your Total Loss Claim Payment included Sales Tax you may not be part of the Settlement Class. You received this Notice because the Defendant's records indicate you may be a member of the Settlement Class.

If I Am a Class Member, What Are My Options?

If you are a Class Member, you have four options.

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form for payment of Sales Tax. The maximum amount Root has agreed to pay is the full amount sought in the case per Settlement Class member who timely submits a Claim Form and, for all Settlement Class members, totals a maximum of \$1,492,914.94. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail or you may upload the Claim Form and submit it online at www.autolosstaxsettlement.com. You can visit www.autolosstaxsettlement.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting www.autolosstaxsettlement.com, clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need your last name and Policy number or claim number and upload your signed Claim Form.

If you submit a Claim Form in the mail, it must be postmarked no later than _____. If you submit an electronic Claim, you must do so by 11:59 p.m. on _____.

Option 2. Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Settlement Class. If you wish to exclude yourself, you must do so on or before __ as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Root separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Hess. v. Root Insurance Company
c/o NAME
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before __.

Your request for exclusion must contain the following:

1. The name of the Action (Hess. v. Root Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Settlement Class member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF __, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at [www. autolosssettlement.com](http://www.autolosssettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Settlement Class, you may file

a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a written objection to the terms of the Settlement. The written objection must include the following:

1. the name of the Action (Hess. v. Root Insurance Company);
2. the objector's full name, address and telephone number;
3. documentary proof of membership in the Settlement Class all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
5. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
6. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
7. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing along with a list of any legal authority you may present at the Fairness Hearing; and
8. the objector's signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than DATE.

In the Circuit Court of Cape Girardeau County, State of Missouri 203 N. High Street, Ste. 129 Jackson, MO 63755	Settlement Administrator ADDRESS ADDRESS
Rachel Dapeer DAPEER LAW, P.A. 20900 NE 30th Avenue, Suite 417 Aventura, FL 33180	Jennifer L. Mesko Tucker Ellis LLP 950 Main Avenue, Suite 1100 Cleveland, OH 44113 jennifer.mesko@tuckerellis.com

Note that, if you object, you may be subject to discovery requests, such as answering questions in writing, producing documents, or providing testimony, consistent with the Missouri Rules of Civil Procedure.

Any objection that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing.

If you file an objection, you waive the right to request exclusion from the Settlement Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the settlement, you must file a request for exclusion and not a notice of intent.

Option 4. Do Nothing Now. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Root for Sales Tax, even if you do not submit a Claim for payment. You will not receive a Settlement Class Member Payment if you do nothing.

Who Is Representing the Class?

The Court has preliminarily appointed Plaintiff, Hannah Hess, to be the representative of the Settlement Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

Martin L. Daesch
Jesse B. Rochman
Craig W. Richards
ONDERLAW, LLC
110 E. Lockwood, 2nd Floor
St. Louis, MO 63119

Rachel Dapeer
DAPEER LAW, P.A.
20900 NE 30th Avenue, Suite 417
Aventura, FL 33180

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys' fees of no more than \$373,228.59, subject to approval by the Court. Root has agreed to pay Class Counsel up to that amount if approved by the Court. Payment of attorneys' fees has no impact and does not affect in any way, and will not reduce, the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Root. If you submit a valid Claim Form for payment, that amount will not be reduced to pay Class Counsel Fees. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

Class Counsel will also seek a Service Award to the Class Representative in the amount of \$5,000.00, subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to members of the Settlement Class, which is the full amount of damages Plaintiff alleged is owed to Settlement Class members, and to acknowledge the time spent by the Plaintiff participating in the case and mediation, and prosecuting the claim for the benefit of the Settlement Class. Root has agreed to pay the Service Award to the Class Representative up to the amount of \$5,000.00. Payment of the Service Award has no impact and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Service Award, and in whatever amount the

Court approves the request, the Service Award will be paid separately by Root, and will not affect in any way, and will not reduce, the amount of money paid to Settlement Class Members.

What Claim(s) Against Root Are Class Members Releasing?

As a part of the Settlement, Class Members agree not to sue Root by asserting any claim for payment of Sales Tax. Unless you request exclusion from the Settlement Class, you give up the right to individually sue Root and claim you are owed Sales Tax as part of your total loss payment, even if you do not submit a Claim for payment as part of this Settlement. You are not releasing any other claim against Root. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www.autolosssettlement.com.

How Do I Find Out More About This Lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please go to www.autolosssettlement.com.

This www.autolosssettlement.com website provides:

1. An electronic Claim Form submission and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank form;
3. The full terms of the Settlement;
4. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose contact information and websites are provided above.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

EXHIBIT D


connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

100. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.


Dated: 07 / 25 / 2022


Hannah Hess
Plaintiff

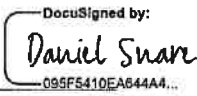
Dated: 07 / 27 / 2022


Martin Daesch, Esq.
OnderLaw, LLC
Class Counsel

Dated: 07 / 25 / 2022


Rachel Dapeer, Esq.
Dapeer Law, P.A.
Class Counsel

Dated: _____

Root Insurance Company 
By: Daniel Snare
ITS Deputy General Counsel
Defendant






Dated: _____


Jennifer L. Mesko, Esq.

TITLE	Settlement Agreement for Hannah Hess v. Root Insurance Co....
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DOCUMENT ID	73adf0b57729199ae56d1389a790e0d8b1b29e64
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 SENT	07 / 25 / 2022 13:33:23 UTC	Sent for signature to Hannah Hess (hmh2013@gmail.com), Rachel Dapeer (rachel@dapeer.com) and Martin L. Daesch (daesch@onderlaw.com) from gpalacios@shamisgentile.com IP: 162.17.100.209
 VIEWED	07 / 25 / 2022 13:36:29 UTC	Viewed by Rachel Dapeer (rachel@dapeer.com) IP: 174.48.60.135
 SIGNED	07 / 25 / 2022 13:36:46 UTC	Signed by Rachel Dapeer (rachel@dapeer.com) IP: 174.48.60.135
 VIEWED	07 / 25 / 2022 17:35:59 UTC	Viewed by Hannah Hess (hmh2013@gmail.com) IP: 99.11.2.193
 SIGNED	07 / 25 / 2022 17:56:34 UTC	Signed by Hannah Hess (hmh2013@gmail.com) IP: 99.11.2.193

TITLE	Settlement Agreement for Hannah Hess v. Root Insurance Co....
FILE NAME	content, content
DOCUMENT ID	73adf0b57729199ae56d1389a790e0d8b1b29e64
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

This document was requested from sflinjuryattorneys.lightning.force.com

Document History



07 / 27 / 2022
15:32:08 UTC

Viewed by Martin L. Daesch (daesch@onderlaw.com)
IP: 119.13.204.90



SIGNED

07 / 27 / 2022
15:33:34 UTC

Signed by Martin L. Daesch (daesch@onderlaw.com)
IP: 97.73.80.240



COMPLETED

07 / 27 / 2022
15:33:34 UTC

The document has been completed.