

IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY
STATE OF MISSOURI

HANNAH HESS,

CASE NO: 22CG-CC00005

Plaintiff,

vs.

ROOT INSURANCE COMPANY,

Defendant.

**FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL
WITH PREJUDICE**

The Court preliminarily approved the class action Settlement in this case on August 4, 2022. Since that time, the Parties have completed the Notice process and now seek final approval of the Settlement Agreement ("Agreement"). Through a motion for final approval of class settlement and motion for fees and costs, the Parties seek, among other things, that the Court: (1) grant final certification of the Settlement Class; (2) approve the Agreement as fair, reasonable, and adequate; (3) rule that the Notice process was reasonable and the best practicable under the circumstances; and (4) grant the Named Plaintiff's unopposed request for attorneys' fees, costs, and a class representative service award. A hearing was held on the motions on January 30, 2023. For the reasons stated below, the motions are granted.

On January 30, 2023, the matter of the Court's final approval of the Agreement submitted on July 27, 2022, by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of the Named Plaintiff and the Settlement Class was Martin L. Daesch, Onder Law LLC, 110 E. Lockwood Ave, St. Louis, MO 63119 ("Class Counsel").

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Appearing on behalf of Defendant was Kelly Baldini, Tucker Ellis LLP, 100 South Fourth Street St. Louis, MO 63102.

WHEREAS, the Named Plaintiff, Hannah Hess, on behalf of herself and the proposed Settlement Class, and Defendant, Root Insurance Company (“Root”), have executed and filed the Agreement with the Court on July 27, 2022; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference, and this Order incorporates by reference the definitions in the Agreement; and

WHEREAS, the Court, on August 4, 2022, entered the Order Re: Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Hannah Hess was approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on January 30, 2023, to determine whether the Proposed Settlement should be finally approved as fair, reasonable and adequate; and

WHEREAS, Root and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Settlement Hearing was held on January 30, 2023, at which all interested persons were given an opportunity to be heard, and all objections to the settlement, if any, were duly considered;

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NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that Root improperly failed to pay Sales Tax when adjusting total loss claims in Missouri.

2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows:

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 Members").

Excluded from the Settlement Class are (1) any of Root's officers, directors, shareholders, employees, or legal representatives; (2) the Honorable Benjamin F. Lewis and any member of their immediate families; and (3) any person who timely opts out of the settlement.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.

4. For purposes of Settlement only, the Named Plaintiff possesses standing and the proposed Settlement Class is adequately defined and ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, so it is not overbroad.

5. For purposes of settlement only, the Class is sufficiently numerous (comprised of over 2,000 members), there are questions of law and fact common to the Settlement Class (including whether the insurance policies were breached by failure to pay Sales Tax) and the

Named Plaintiff's claims are typical of the Settlement Class. In addition, both the Named Plaintiff and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the Missouri Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of a settlement class, although Root does not concede that these requirements would have been satisfied for purposes of a litigation class.

6. For purposes of settlement only, the Settlement Class is certifiable under the Missouri Rules of Civil Procedure because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

7. The Named Plaintiff and Root have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Root on behalf of the Named Plaintiff and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

8. In accordance with the terms of the Settlement and the Preliminary Approval Order, the parties implemented the Notice Plan approved by the Court. Root's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

9. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

10. The Named Plaintiff and Root have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on January 30, 2023, to determine whether the

Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

11. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

12. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED, ADJUDGED AND DECREED THAT:

13. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiff, the Settlement Class Members, Root, the Releasing Parties and the Released Persons.

14. No Settlement Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

15. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiff, and all provisions and terms of the Settlement are hereby finally approved in all respects.

16. The Parties are hereby directed to consummate the Settlement in accordance with its terms.

17. The Class Claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, the Releasing Parties, and any of their respective heirs, executors, administrators, partners, agents, and the

successors and assigns of each of them, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Person.

18. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Released Parties may have against all the Released Persons.

19. "Released Claims" means and includes any and all 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. Any and all claims not released are preserved.

20. "Released Persons" means Root, as defined in the Agreement, and all members, affiliates, subsidiaries, parents, managers, officers, directors and shareholders of Defendant.

21. "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.

22. It is hereby determined that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby

finds that the Class Notice complied fully with the requirements of due process, the Missouri Rules of Civil Procedure and all other applicable laws.

23. The Agreement, the Settlement, this Final Judgment 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.

24. The Court has considered the request for a Class Representative Award, and hereby approves and awards the Named Plaintiff, Hannah Hess, the amount of \$5,000.00, to be paid by Root.

25. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and hereby makes an Attorneys' Fees and costs award in the amount of \$373,228.59, to be paid by Root.

26. This Final Judgment is a final order in the Action within the meaning and for the purposes of the Missouri Rules of Civil Procedure as to all claims among Root on the one hand, and the Named Plaintiff, Class Representative and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

27. The Clerk of this Court is directed to enter a judgment of dismissal and close this case.

28. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

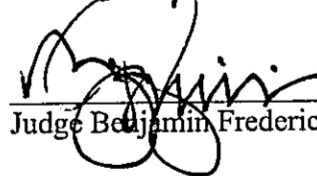
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- A. Enforcing this Final Judgment, the Agreement and the Settlement;
- B. Hearing and determining any application by any Party to the Settlement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATE: ~~Jan. 30~~ 2023



Judge Benjamin Frederick Lewis

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