

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

MICHAEL MCLAUGHLIN,

Plaintiff,

v.

FIRE INSURANCE EXCHANGE,

Defendant.

Case No. 1316-CV11140

Division 1

**ORDER APPROVING CLASS NOTICE AND
DIRECTING THE ISSUANCE OF CLASS NOTICE**

The Court, having considered the *Special Master's Report and Recommendation to Approve and Direct the Issuance of Class Notice* and the underlying *Motion to Approve Notice of Class Action Lawsuit and Class Notice Plan* and the suggestions of Michael McLaughlin ("Plaintiff") and Fire Insurance Exchange ("Fire"), together the "Parties," finds that the Report and Recommendation is correct.

IT IS ORDERED that:

A. Class Notice

1. The Notice of Class Action Lawsuit attached as Exhibit 1 to the *Special Master's Report and Recommendation to Approve and Direct the Issuance of Class Notice* (the "Notice") is approved.

2. The Notice fairly and objectively describes the nature of this class action lawsuit and the issues being litigated in plain, easily understood language. The Notice advises the members of the class of (a) the nature of the action, (b) the definition of the class, (c) the class claims and issues, (d) the fact that the Court will exclude from the class any member who requests exclusion, (e) the time and manner for requesting exclusion, and (f) the binding effect of the judgment, whether favorable or not, on class members who do not request exclusion, all as required

by Rule 52.08(c)(2). The Notice also adequately describes the consequences of each of the various choices available to the class members and contains the information reasonably needed by the members of the class to make an informed decision about whether to remain in the class and be bound by the judgment, or to opt out of the class. In addition, the Notice provides sufficient time – 120 days from the first mailing of the Notice – for the class members to make that decision. Finally, the Notice identifies Class Counsel, provides Class Counsel’s contact information, and directs the class to a website maintained by the Notice Administrator to review relevant pleadings, Orders, and the Notice, and a listing of answers to “frequently asked questions” if and as the Parties may agree.

B. Class Notice Plan

3. The manner in which the Notice will be issued to the class ensures that notice of this lawsuit and the Court’s certification order will reach most if not all of the members of the class and is reasonable. The method of providing notice (a) protects the interests of the Parties and the class, (b) satisfies Rule 52.08(c) as the best notice practicable under the circumstances, and (c) is reasonably calculated to apprise the class about the lawsuit and the class members’ right to opt out and exclude themselves from the lawsuit. The Court finds that the notice method being proposed is reasonable and will constitute due, adequate and sufficient notice to all persons entitled to receive notice of this lawsuit and satisfies all applicable requirements of law, including, but not limited to Rule 52.08 and the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution.

Class Notice Mailing List

4. The cut-off date for class membership shall be the date on which the Court enters this Order.

5. Within **60 days** of the date on which this Order is entered, Fire shall supplement its paid claims listing (last supplemented on January 29, 2018 (MCLAUGHLIN_00049349.1 – MCLAUGHLIN_00049350.1)), as needed, to include the names and last known addresses, as reflected in Fire’s records, and claims and payment data for the existing and any additional claims of Fire’s insureds that involved a covered loss to a dwelling or other structure situated in Missouri where the estimated costs of the labor needed to repair or replace the damage may have been depreciated and deducted from an ACV payment (the “Updated Paid Claims List”). As a part of the Updated Paid Claims List, Fire shall also separately identify any potential claims that it seeks to exclude from the class notice mailing based upon payment amounts that, when compared to the electronic estimate data that Fire previously obtained from Xactimate or Symbility, suggest the claims did not involve an actual cash value payment or did not involve labor depreciation (the “Proposed Exclusions”).

6. Fire has also provided Plaintiff with a separate listing (MCLAUGHLIN_00049356) of the names and last-known addresses, as reflected in Fire’s records, for the 762 “paper” claim files that Fire has identified as involving payment of a claim for a covered loss to a dwelling or other structure situated in Missouri (the “Paper Claims List”).

7. Upon receipt of the Updated Paid Claims List, Plaintiff will review the Updated Paid Claims List, including the Proposed Exclusions, and, within **30 days**, advise Fire of any disputes or additions to the Updated Paid Claims List, the Proposed Exclusions, and/or the Paper Claims List. If there are no issues or disputes regarding the Updated Paid Claims List, the Proposed Exclusions, and/or the Paper Claims List, Fire shall generate a final list for purposes of mailing the class notice (“Class Notice Mailing List”) for Plaintiff’s review within five (5) business days following receipt of a written notice of agreement from Plaintiff. If, however, any issues or

disputes arise regarding the Updated Paid Claims List, the Proposed Exclusions, the Paper Claims List, and/or the proposed recipients of the Notice, the Parties shall promptly attempt to resolve the issues or disputes by agreement and, failing an agreement, shall submit any unresolved issues or disputes to the Special Master for resolution. Within five (5) business days following resolution of any such issues or disputes, by agreement of the Parties and/or a decision by the Special Master, Fire shall generate the Class Notice Mailing List based on those resolutions for Plaintiff's review for conformity with the Parties' agreement and/or decisions of the Special Master. Within five (5) business days following receipt of a written notice of acceptance of the Class Notice Mailing List from Plaintiff, Fire will transmit the Class Notice Mailing List in Excel format to the Notice Administrator, and copy or include Plaintiff on the transmission. Fire shall format the Class Notice Mailing List in Excel as provided by any prior written instruction from the Notice Administrator to effectuate the efficient verification of addresses and the mailing of the Notice without undue delay or expense. Data not needed for those purposes shall not be included on the Class Notice Mailing List.

The Notice Administrator

8. The Court approves Tilghman & Co., P.C., Settlement Administration, P.O. Box 11250, Birmingham, AL 35209 to serve as Notice Administrator to format the Notice, process the Class Notice Mailing List, administer and conduct the mailing and any re-mailing of the Notice, and certify the acts and dates of mailing and re-mailing. Upon receipt of the final Class Notice Mailing List from Fire, the Notice Administrator will verify and update the addresses shown on the final Class Notice Mailing List as needed using the U.S. Postal Service's National Change of Address Database and promptly mail the Notice to the listed individuals by first-class mail, postage prepaid, consistent with the Notice Administrator's agreement and terms of service. If any Notice

is returned as undeliverable including, for example, "Forward Time Exp," "Not Deliverable as Addressed," "Attempted – Not Known," the Notice Administrator will use reasonable efforts in an attempt to locate a current or updated address using Lexis-Nexis, TLOxp or other such services and re-mail the Notice to any such updated address that is obtained. If any Notice is returned as undeliverable **a second time**, the Notice Administrator shall provide to Class Counsel and Fire's counsel the names and addresses to which the returned Notice was mailed and re-mailed, and the dates of mailing and re-mailing. The Notice Administrator shall not be required to update the address(es) for or re-mail any Notice that is returned as undeliverable a second time. The Notice Administrator will certify the mailing and re-mailing of the Notice and provide Class Counsel and Fire's counsel with the names and current or updated addresses for any potential class members to whom the Notice is mailed or re-mailed.

9. The Notice Administrator shall administer and conduct the receipt and logging of any Exclusion Request Forms and certify the receipt of Exclusion Request Forms. The Notice instructs the class members to timely mail the Exclusion Request Form included with the Notice to the Notice Administrator at the stated address by a specified date. The Notice Administrator will certify the receipt of any Exclusion Request Forms and provide Class Counsel and Fire's counsel with copies of any Exclusion Request Forms received. The Notice Administrator shall retain the originals of any Exclusion Request Forms until order of the Court or the receipt of written instructions from both parties.

Exclusion Request Forms/Opting Out

10. As explained in the Notice, any class members desiring to opt out and exclude themselves from the class shall mail a request for exclusion to the Notice Administrator as provided in the Notice, paragraph 8.B. To be valid, the exclusion request must be made using the

Exclusion Request Form included with the Notice and be postmarked or delivered to the Notice Administrator within 120 days from the date of the Notice mailing. If the Exclusion Request Form is signed by the heir, representative, successor or assign, sufficient documentation showing his or her authority to sign must be provided with the Exclusion Request Form. Class Counsel and Fire's counsel shall promptly provide each other and the Notice Administrator with copies of any Exclusion Request Forms they may receive.

11. Any class members who do not properly and timely request exclusion from the class in full compliance with these requirements as explained in the Notice shall be included in the class and shall be bound by any judgment entered by the Court in this action with respect to the class.

Miscellaneous Matters

12. The parties are authorized to make non-material changes to the Notice provided Class Counsel and Fire's counsel agree to the change(s) in advance of the submission of the Notice and Class Notice Mailing List to the Settlement Administrator. Neither the insertion of dates nor the correction of typographical or grammatical errors shall be deemed a material change to the Notice.

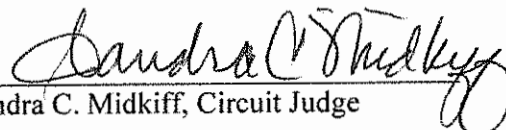
13. Plaintiff shall pay in advance the Notice Administrator's fees without waiver of any right to later recoup such fees from Fire or from any class recovery under applicable law. The Court withholds any determination as to whether the costs incurred in notifying the class pursuant to Rule 52.08(d) or otherwise will be awarded if and when the issue of liability is decided through summary judgment or trial.

14. Any disputes over the Class Notice Mailing List, the selection or retention of the Notice Administrator, or the Class Notice Plan shall be submitted to the Special Master for a

prompt determination. The Court encourages the parties to refrain from the formal briefing of such disputes.

IT IS SO ORDERED

Date: 4/17/18


Sandra C. Midkiff, Circuit Judge

I certify that a copy of the above and foregoing was sent via e-Filing system this 17-Apr-2018, to:

- Garrett Hodes
- R. Frederick Walters
- Kip Richards
- Michael Sichter
- C. Brooks Wood
- Stacy Allen
- Mariyln Montao
- Special Master: Leland Shurin

Aubree N. Winkler, Judicial Law Clerk

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Case No. 1316-CV11140

Division 1

[PROPOSED] NOTICE OF CLASS ACTION LAWSUIT

*A Missouri Court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely as it may affect your legal rights.*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE AMONG A GROUP OR "CLASS" OF PERSONS INSURED BY A POLICY OF INSURANCE ISSUED BY FIRE INSURANCE EXCHANGE (WHICH SOMETIMES USES THE SERVICE MARKS "FARMERS INSURANCE GROUP®" AND/OR "FARMERS®") COVERING MISSOURI PROPERTY, WHO MAY HAVE RECEIVED PAYMENT ON A CLAIM FOR PHYSICAL LOSS OR DAMAGE TO A DWELLING OR OTHER STRUCTURE ON OR AFTER MAY 1, 2003, WHERE THE COST OF ANY LABOR WAS DEPRECIATED AND WITHHELD FROM THE ACTUAL CASH VALUE ("ACV") PAYMENT(S) MADE ON THE CLAIM.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE | |
|--|--|
| IF YOU WANT TO PARTICIPATE FULLY IN THIS CASE | <p>If you want to be included in this case, then you do not need to do anything. If you are a class member, you are automatically included in the class.</p> <p>If you participate as a class member in this case, you may be eligible to receive a portion of any money or benefits that may come from a judgment or a settlement. You give up any rights to separately sue Fire Insurance Exchange about the legal claims arising from adjustment of an insurance claim subject to this case under Missouri state law. You also agree that counsel for the Named Plaintiff will represent you and your interests in this case. If any money or benefits come from a judgment or a settlement, you also agree that counsel for the Named Plaintiff may be paid a percentage of whatever amount the class as a whole recovers.</p> |

Exhibit 1 of Special Master's Report

| | |
|---|--|
| <p>IF YOU DO NOT WANT TO PARTICIPATE IN THIS CASE AT ALL</p> | <p>If you do not want to participate or be included in this case, then you must mail in your “Exclusion Request Form” enclosed with this Notice by mail, postmarked no later than [120 days from mailing]. Instructions for doing so are in paragraph 8 below.</p> <p>If you choose not to participate in this case, you give up the possibility of getting money or benefits that may come from a judgment or settlement. You keep any rights to sue Fire Insurance Exchange separately about the legal claims arising from adjustment of an insurance claim subject to this case, but the statute of limitations (the deadline to file your possible claims) continues to run.</p> |
|---|--|

Your options are explained in this Notice. The deadline to mail the “Exclusion Request Form” is _____ 2018. [120 days from mailing]

1. WHAT IS THIS LAWSUIT ABOUT?

On May 1, 2013, Michael McLaughlin of Lee’s Summit, Missouri (the “Named Plaintiff”) filed a civil lawsuit (the “Lawsuit”) in the Circuit Court of Jackson County, Missouri, at Kansas City (the “Court”), against Fire Insurance Exchange (“Fire”), his homeowners insurance company. Fire is one of the insurance companies utilizing the service marks “Farmers Insurance Group®” and “Farmers®”. Documents issued by Fire may include these service marks. While there are other insurance companies that may utilize these service marks, the only insurance company that is a defendant in this case is Fire.

Mr. McLaughlin, as the plaintiff, filed the Lawsuit both for himself and as a class action on behalf of the group or “class” of persons insured by a policy of insurance issued by Fire and who received payment for a loss to a covered dwelling or other structure in Missouri where the estimated costs of the labor necessary to repair or replace the damage was depreciated when calculating the Actual Cash Value (“ACV”) payment(s) that Fire made on the covered property claims.

The Named Plaintiff alleges that Fire breached the terms of its insurance policies with its Missouri policyholders and violated Missouri law by depreciating and withholding the estimated costs of the labor needed to repair or replace a damaged dwelling or other structure to reduce the Actual Cash Value (or ACV) payment(s) that Fire made on covered losses on and after May 1, 2003.

Fire, as the defendant in the Lawsuit, denies that it breached its insurance contracts with its Missouri policyholders or violated Missouri law by depreciating the costs of labor when calculating any of its ACV payments, which Fire contends is consistent with its policy language and indemnity obligations and is therefore lawful and permitted in Missouri. Fire further denies all allegations of any wrongdoing and denies that the Named Plaintiff or the class members are entitled to any relief.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action case, one or more persons sue on behalf of other people who have similar claims. The person who sues is typically called the Named Plaintiff. The Named Plaintiff represents all similarly situated people in court. The Named Plaintiff in this lawsuit is Michael McLaughlin.

3. WHY AM I RECEIVING THIS NOTICE?

This Notice is being sent to you because Fire’s records reflect that you received one or more payments on or after May 1, 2003, for a covered loss to a dwelling or other structure in Missouri under a policy issued by Fire. In connection with that claim, the dollar amount attributable to the estimated costs of the labor necessary to repair or replace the damage may have been depreciated when calculating the ACV payment(s) you received. If that is the case, you are a member of a “class” of Missouri policyholders whose rights may be affected by the outcome of this Lawsuit (the “Class”).

Do not be alarmed. You have not been sued; nor have you “filed” a lawsuit. This Notice simply informs you of the Named Plaintiff’s Lawsuit and lets you know that you have been identified as a potential member of the Class and to advise you of your rights and options as a Class member.

4. HAS THE JUDGE DECIDED WHO IS RIGHT?

No, the judge has not decided whether Fire breached its insurance contracts with its Missouri policyholders or violated Missouri law by depreciating the estimated cost of the labor necessary to repair and restore a dwelling or other structure when calculating the ACV payments made on covered claims. By certifying the Class and issuing this Notice, the judge is not suggesting that the Named Plaintiff or the Class will win or lose the case.

5. HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

By Order dated July 12, 2017, the Court certified the following class of persons in the Lawsuit:

All individuals and entities insured by a policy of insurance issued by Fire Insurance Exchange covering property situated in Missouri, who received payment on a claim for loss or damage to a dwelling or other structure on or after May 1, 2003, where the cost of any labor was depreciated and withheld from any Actual Cash Value Payment(s) made on the claim.

Excluded from the class are: (1) any class member who was paid or received the limits the policy for the subject claim as the initial payment on the claim; (2) Fire Insurance Exchange and its affiliates, officers, and directors; (3) any judge or special master presiding over this action and the members of her or his immediate family and judicial staff; (4) Plaintiff’s counsel.

If you are not sure whether you are a member of the Class, you should contact the lawyers representing the Class, who are listed in paragraph 6, below.

6. WHO IS CLASS COUNSEL?

The Court appointed the Named Plaintiff's attorneys in the Lawsuit as Counsel for the Class ("Class Counsel"). Class Counsel are: R. Frederick Walters, Kip D. Richards and Michael B. Sichter of the law firm Walters Bender Strohbehn & Vaughan, P.C., Michael W. Wharton and W. Robert King of the law firm Couch, Pierce, King & Wharton, Chartered, and Byron L. Sloan, attorney.

You are not required to hire your own lawyer because Class Counsel will be working on your behalf as a member of the Class. But if you want to hire your own lawyer you are permitted to do so (see below).

7. WHAT RELIEF DOES THE NAMED PLAINTIFF SEEK?

The Named Plaintiff, on behalf of the entire Class, is currently seeking to recover the following:

- The amount of all the labor costs that were depreciated and withheld from the ACV payments and never paid to the policyholder; and
- The time value of the depreciated portion of labor costs throughout the time those amounts were withheld by Fire.

8. WHAT DO I NEED TO DO?

You have a choice. You can either participate in this case as a member of the Class or you have the right to exclude yourself from this Lawsuit and the Class. You can also enter an appearance in the Lawsuit individually or through your own attorney, or you can seek to intervene as a party. Each of these choices has consequences that you should understand before making your decision.

A. If you want to participate as a member of the Class.

If you want to stay in the case and participate as a member of the Class in this case, you do not need to do anything. Your rights and claims against Fire, if any, for depreciated labor costs will be determined in the Lawsuit.

If you chose to stay in the case and participate as a Class member:

1. The Named Plaintiff and Class Counsel will represent you and your interests in the Lawsuit. By joining this case, you designate the Named Plaintiff, to the fullest extent possible, to make decisions on your behalf concerning the case, the method and manner of conducting the case, the entering of an agreement with Class Counsel regarding payment of attorneys' fees and litigation costs, the approval of settlements, and all other matters pertaining to this case. These decisions and

agreements made and entered into will be binding on you if you do not opt out of the case. You may be required to provide information and documents, including electronic documents, appear for a deposition, and/or testify in court. You will also be permitted to attend any hearings in this matter.

2. If you believe your interests are not being fairly and adequately represented by the Named Plaintiff or Class Counsel, you will have an opportunity to advise the Court and let the judge know your concerns. You will also receive any future notices concerning any decision affecting the Class. You will also have an opportunity to be heard in regard to any proposed settlement of the Class claims.
3. As a member of the Class, you will be entitled to share in any monetary recovery that the Named Plaintiff obtains for the Class. You will also receive the benefit of any other relief that the Court may award the Class.
4. Your ability to recover from Fire will depend on the results of the Lawsuit. It is important to understand that as a member of the Class in this case **you will be bound by any judgment entered by the Court, whether favorable or unfavorable.**
5. The damages that the Named Plaintiff seeks to recover for the Class relate to the depreciation of the labor costs estimated as necessary to repair or replace the damage to your covered dwelling or other structure and the dates you received payment of the depreciated labor that was withheld from you, if ever. You should therefore look for and hold onto any repair estimates, repair contracts, letters, checks, insurance policies and other information relating to your property loss(es), your cost to repair or replace the damage to your dwelling or structure, such as invoices, bills and other records showing what it cost to repair or replace the damage to your dwelling or other structure, if you made such repairs, and the payment(s) you received from Fire. Note that your payment letter(s) and check(s) may also contain the “Farmers Insurance Group®” or “Farmers®” service marks.

B. If you want to exclude yourself from the Class.

If you do not want to be a member of the Class and participate in this Lawsuit, you can ask the Court to exclude you from the Lawsuit and allow you to “opt out” of the Class by completing, signing and returning the **Exclusion Request Form** included with this Notice to the Notice Administrator at this address:

[Insert Notice Administrator, address, and phone]

To be effective, the Exclusion Request Form must be completed, signed and postmarked by _____ 2018. [120 days from mailing] To be excluded from the Class, your executed Exclusion Request Form must be postmarked or received by the Notice Administrator by this date.

If you choose to be excluded from the Class:

1. Your claims against Fire, if any, will not be decided in the Lawsuit and you will not share in any recovery that the Named Plaintiff obtains for the Class as a result of a settlement or trial.
2. You will not be bound by any determinations or any judgment that the Court makes or enters in the Lawsuit, whether favorable or unfavorable.
3. You will not be entitled to any further notice with regard to the Lawsuit.
4. You may pursue any claims you have against Fire at your own expense and risk by filing your own separate lawsuit, should you choose to do so.
5. Be aware that any claims that you have or may have against Fire are limited by applicable statutes of limitations, and declining to participate in this case by opting out, or by proceeding separately, may result in some or all of your claims expiring as a matter of law.

C. If you want to appear in the Lawsuit.

If you do not file a timely Exclusion Request Form to exclude yourself from the Class, you also have the right to enter an appearance in the Lawsuit, individually or through your own attorney, at your own expense, if you wish to do so. A Class member who appears in person or through counsel does not become a named party and will still be represented by Class Counsel. A Class member who wants to communicate directly with the Court through his or her own attorney instead of through Class Counsel may wish to enter an appearance in the Lawsuit.

If you wish to enter an appearance, you or your attorney must prepare and file a Notice of Appearance with the Clerk of the Court at the Circuit Court of Jackson County, Missouri, 415 East 12th Street, Kansas City, Missouri 64106 no later than _____, 2018. [*120 days from mailing*] In addition, you must serve a copy of the Notice of Appearance on counsel of record for Fire as reflected in the Court's records and on Class Counsel at this address:

Class Counsel:

R. Frederick Walters
Kip D. Richards
Michael B. Sichter
WALTERS BENDER STROHBEHN
& VAUGHAN, P.C.
2500 City Center Square
1100 Main Street
P.O. Box 26188
Kansas City, MO 64196

D. If you wish to intervene in the Lawsuit.

If you do not file a timely Exclusion Request Form to exclude yourself from the Class, you can also seek to "intervene" and become a named party in the Lawsuit. Any such request or motion to intervene must comply with the Missouri Rules of Civil Procedure and applicable law and be

filed by you or your own attorney retained at your own expense no later than _____, 2018. [120 days from mailing] with the Clerk of the Circuit Court of Jackson County, Missouri, 415 East 12th Street, Kansas City, Missouri 64106. You must also serve a copy of your motion to intervene on Class Counsel and Counsel for Fire at the addresses given in Section C. above, according to the Missouri rules. A Class member who thinks his or her interests are not being adequately protected may seek to intervene.

9. WHAT IF I WAS IN BANKRUPTCY?

You may still be able to participate in this Lawsuit as a member of the Class and may still be entitled to relief. If you are (or were) a debtor in a Chapter 7 or Chapter 13 bankruptcy proceeding that was filed after you made a claim under your insurance policy from Fire for which the estimated costs of labor was depreciated when calculating the Actual Cash Value (ACV) payment(s), you should send a copy of this Notice of Class Action Lawsuit to the bankruptcy trustee and your bankruptcy attorney. If you remain a member of the Class, your ability to recover under this Lawsuit may depend on those bankruptcy proceedings.

10. HOW WILL CLASS COUNSEL BE PAID?

The Named Plaintiff has entered into a contingency fee agreement with Class Counsel, which means that if the Named Plaintiff does not win, there will be no attorneys' fees or costs chargeable to him or you. In the event there is a recovery, Class Counsel will ask the Court to award them reasonable attorneys' fees for their work and time on the case, in addition to the costs and expenses Class Counsel actually incurs, advances and pays in prosecuting the Lawsuit. The fees may be part of a settlement obtained or money judgment entered in favor of the Class, or may be ordered by the Court to be separately paid by Fire, or may be a combination of the two. In any instance, the Court, not Class Counsel, has the final say and will determine whether fees, litigation costs and expenses will be awarded and, if so, what the amount of the fees, litigation costs and expenses to be awarded will be.

11. WHERE CAN I GET MORE INFORMATION?

If you have any questions about your claim or rights or would like more information, you should call Class Counsel at (877) 472-6620, or send an email to mclaughlin@wbsvlaw.com, or visit www.wbsvlaw.com. You can also speak with your own attorney.

You can review and download copies of the Named Plaintiff's Petition, Fire's Answer to the Petition, the Court's Order Granting Class Certification and some of the other pleadings, motions and papers filed in the Lawsuit at a website maintained by the Notice Administrator at [insert Notice Administrator's dedicated website]. You may also review the answers to frequently asked questions on that same website. You can also review and obtain copies of these records and any of the other orders and papers filed in the Lawsuit at your own expense at the office of the Clerk of the Circuit Court of Jackson County, Missouri, 415 East 12th Street, Kansas City, Missouri 64106. You may also request copies of the pleadings and other records directly from Class Counsel.

**PLEASE DO NOT CALL OR CONTACT THE CIRCUIT JUDGE
FOR INFORMATION.**

IMPORTANT DEADLINE TO REMEMBER:

- _____, 2018 [120 days from the date of mailing] is the deadline for mailing a signed Exclusion Request Form, for filing an entry of appearance in the Lawsuit, and for filing a motion to intervene in the Lawsuit.

Dated: _____, 2018

**This Notice is being mailed pursuant to
Rule 52.08 of the Missouri Rules of
Civil Procedure and BY ORDER OF
THE CIRCUIT COURT.**

Re: *McLaughlin v. Fire Insurance Exchange*
Case No. 1316-CV11140 (Cir. Ct. Jackson Co., Mo (KC))

EXCLUSION REQUEST FORM

IGNORE THIS FORM IF YOU WANT TO PARTICIPATE IN THE LAWSUIT

If, however, you want to exclude yourself from the Lawsuit and opt out of the Class, you must complete, sign and mail this Exclusion Request Form, postage prepaid, to [insert name and address of the Notice Administrator].

By opting-out, you understand that you are giving up any possibility of getting money or benefits that may come from a judgment or settlement of the claims that the Named Plaintiff is pursuing in the lawsuit. You also understand that you will keep any rights to pursue those claims against Fire Insurance Exchange separately and at your own expense, but be aware that any claims that you have against Fire are limited by applicable statutes of limitations, and declining to participate in this case by opting out, or by proceeding separately, may result in some or all of your claims being barred as a matter of law.

To be effective, this Exclusion Request Form must be completed and signed by all policyholders or their legal representatives and postmarked by _____, 2018. [120 Days from Mailing]

Required Information

Name of Insured: _____
(print or type; may be an individual or business)

Name of Insured: _____
(print or type; may be an individual or business)

Current Address: _____

YES. I wish to be EXCLUDED from this class action lawsuit. **[must be checked]**

Signature _____

Signature _____

Important: All of the persons or businesses named as an "Insured" on the policy Declarations must sign this form for such joint policyholders to be excluded from the Class. For example, if the policy in effect at the time of the loss was sold to "John and Jane Doe," both John Doe and Jane Doe must timely complete, sign and submit this form for the exclusion to be effective. If only one of them signs, the exclusion request will not be effective as to either John Doe or Jane

Doe and both will remain members of the Class.

In addition, if the Exclusion Request Form is being signed by an heir, representative, successor or assign of an Insured, sufficient documentation showing that person's authority to sign must accompany the Exclusion Request Form.