

*Jondro, et al. v. Country Mutual Insurance Company*  
Case No. 2022-LA-0000228  
In the Circuit Court for Peoria County, Illinois

**A class action settlement involving certain property insurance structural damage claims may provide payments to those who qualify.**

- A proposed settlement has been reached in a class action about whether Country Mutual Insurance Company (“the Insurance Company”) properly deducted nonmaterial depreciation when adjusting certain insurance claims in Arizona, Illinois, Missouri, Ohio, Tennessee, and Wisconsin.
- You may be eligible for a payment if you qualify and timely submit a valid Claim Form.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment if you qualify.
<b>ASK TO BE EXCLUDED</b>	You get no payment. This is the only option that allows you to individually sue the Insurance Company over the claims resolved by this settlement.
<b>OBJECT</b>	Write to the Court about why you don’t agree with the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the settlement.
<b>DO NOTHING</b>	You get no payment. You give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and if any appeals are resolved in favor of the settlement, then money will be distributed to those who timely submit a Claim Form and qualify for payment. Please be patient.

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about your options regarding this settlement before the Court decides whether to give “Final Approval” to the settlement. If the Court approves the parties’ settlement agreement (the “Settlement Agreement”), and if any appeals are resolved in favor of the settlement, then payments will be made to those who qualify and timely submit a valid Claim Form. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

The Illinois state circuit court for Peoria County, Illinois is overseeing this class action. The case is called *Jondro, et al. v. Country Mutual Insurance Company*, No. 2022-LA-0000228. The persons who sued are called the “Plaintiffs,” and the company they sued is called the “Defendant.”

### 2. Which company is part of the settlement?

The settlement includes Country Mutual Insurance Company (“the Insurance Company”).

### 3. What is this lawsuit about?

The lawsuit claims that the Insurance Company improperly deducted depreciation attributable to the costs of labor and other nonmaterial items when adjusting some property insurance claims covered under Commercial Property Policy forms in Arizona, Illinois, Missouri, Ohio, Tennessee, and Wisconsin. The Insurance Company has maintained that it paid claims when reasonable and appropriate to do so and has denied all allegations that it acted wrongfully or unlawfully.

### 4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Nicholas Jondro, Neal Kahre, and Postal Properties - Westport Industrial, LLC) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 5. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Insurance Company, and has not found that the Insurance Company did anything wrong. Instead, both sides agreed to settle. That way, the parties avoid the cost of a trial and potentially an appeal, and the people who qualify will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. The settlement does not mean that the Insurance Company did anything wrong, no trial has occurred, and no merits determinations have been made.

## WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

### 6. How do I know if I am part of the settlement?

If you received this Notice, then you have been identified as someone who is likely to be a member of the Class. The Class includes all Persons insured under a Commercial Property Policy issued by the Insurance Company, except for those excluded (see below), who made a first party insurance claim for Structural Loss to a dwelling, building, or other structure located in the States of Arizona, Illinois, Missouri, Ohio, Tennessee, or Wisconsin: (a) with a date of loss during the Class Period; and (b) that either (i) resulted in an actual cash value (“ACV”) payment during the Class Period on such Structural Loss Claim from which Nonmaterial Depreciation was withheld, or (ii) for claims where an XactAnalysis Report is available, would have resulted in an ACV payment during the Class Period on such Structural Loss Claim but for the withholding of Nonmaterial Depreciation causing the ACV of the claim to drop below the applicable Deductible.

A Structural Loss means physical damage to a dwelling, building, or other structure located in the States of Arizona, Illinois, Missouri, Ohio, Tennessee, or Wisconsin covered by a Commercial Property Policy issued by the Insurance Company.

A Covered Claim means a first party insurance claim for Structural Loss to a dwelling, building, or other structure located in the States of Arizona, Illinois, Missouri, Ohio, Tennessee, or Wisconsin covered by a Commercial Property Policy issued by the Insurance Company (a) with a date of loss during the Class Period, and (b) that either (i) resulted in an ACV payment during the Class Period on such Structural Loss Claim from which Nonmaterial Depreciation was withheld, or (ii) for claims where an XactAnalysis Report is available, would have resulted in an ACV payment during the Class Period on such Structural Loss Claim but for the withholding of Nonmaterial Depreciation causing the ACV of the claim to drop below the applicable Deductible.

Notwithstanding the foregoing, the term “Covered Claim” has specific exceptions and exclusions listed in the answer to Question 7 below.

Nonmaterial Depreciation means, with regard to an insurance claim for Structural Loss, that portion of the Depreciation, if any, related to the non-material components of the Replacement Cost Value (“RCV”) such as labor, removal costs, and overhead and profit. For purposes of clarity, the term Nonmaterial Depreciation specifically excludes depreciation on materials and sales tax.

Class Period means the following time periods:

For Covered Claims related to a dwelling, building, or other structure located in the States of Arizona, Illinois, Ohio, Tennessee, or Wisconsin, a date of loss from July 21, 2019 through January 14, 2022.

For Covered Claims related to a dwelling, building, or other structure located in the State of Missouri, a date of loss from December 21, 2012 through December 21, 2022.

## **7. Are there exceptions to being included in the Class?**

Excluded from the Class are: (a) policyholders or other Persons asserting an insurance claim arising under any of the following policy forms issued by the Insurance Company: (i) “Agriplus Insurance Policy,” form number 0621-024IP or 0621-027IP; (ii) “Farm Insurance Policy,” form number 0621-031IP or 0621-028IP; (iii) “General Packet Policy” (Personal Lines Property System Policy), form number 21224AZ (01-11/21); (iv) “Home Insurance Policy,” form number 0621-038IP or 0621-041P; (v) any policy with “Amendatory Endorsement – Matching and Actual Cash Value,” form number ABP 10 92 10 21; (vi) any policy with “Amendatory Endorsement – Matching and Actual Cash Value,” form number ABP 10 49 10 21; and/or (vii) any other policy issued or renewed by the Insurance Company that expressly permits the “depreciation” of “labor” (whether within the text of the policy form or in any applicable schedule, endorsement, or rider), including without limitation any policy that expressly provides (whether within the text of the policy form or in any applicable schedule, endorsement, or rider) that the rate of depreciation shall be the same for both labor and materials; (b) policyholders or other Persons who received one or more ACV Payments that exhausted the applicable limits of insurance; (c) policyholders or other Persons whose insurance claim was denied without an ACV Payment, or on which an ACV Payment was not made, for any reason other than that the ACV Payment is not made solely because the withholding of Nonmaterial Depreciation caused the ACV to drop below the Deductible; (d) policyholders or other Persons whose insurance claim was withdrawn or abandoned by the policyholder for any reason without an ACV Payment; (e) policyholders or other Persons whose insurance claim (or any portion thereof) was denied due to lack of coverage; (f) policyholders or other Persons whose insurance claim was only paid on a RCV basis (for purposes of clarity, claims that are only paid on a RCV basis include, without limitation, claims where the Initial Claim Payment plus Deductible is equal to or greater than the Replacement Cost Value and claims on which payments are made pursuant to a contractor’s progress payment schedule); (g) policyholders or other Persons whose insurance claim resulted in no payment because the RCV was less than the Deductible; (h) policyholders or other Persons whose insurance claim has been addressed by a judicial decision issued prior to the Effective Date of Settlement; (i) policyholders or other Persons whose claim is the subject of a prior settlement agreement executed prior to the Effective Date of Settlement; (j) the Insurance Company, the Insurance Company’s affiliates, and their respective employees, officers, and directors; (k) members of the judiciary and their staff to whom this action is assigned and their immediate families; and (l) Class Counsel.

## 8. I'm still not sure I'm included.

If you are not sure whether you are included in the Class, you may call the toll-free number 1-888-209-4680 with questions or visit [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com).

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 9. How much will settlement payments be?

Class Members who complete and sign a Claim Form and timely mail it to the proper address, or timely complete a Claim Form online on the settlement website, [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com), may be eligible for a payment. Under the settlement, Country Mutual has agreed to pay Class Members who timely submit valid Claim Forms as follows: (a) for Covered Claims in Illinois, Ohio, and Tennessee, 100% of the amounts set forth in Sections 7.2 or 7.3 of the Settlement Agreement, (b) for Covered Claims in Arizona and Wisconsin, 80% of the amounts set forth in Sections 7.2 or 7.3, and (c) for Covered Claims in Missouri, 100% of the amounts set forth in Sections 7.4 or 7.5. The calculations for these Settlement Payments are detailed in the Settlement Agreement.

Additionally, Class Members who previously received payments from Country Mutual which, in combination with the applicable deductible, equaled or exceeded the Replacement Cost Value amount, and who timely submit a Claim Form will receive a payment ranging from \$22.50 to \$500.00, depending on the amount of Nonmaterial Depreciation previously withheld by Country Mutual and released to the Class Member.

You must submit a Claim Form in order to determine whether you are eligible for and the amount of your settlement payment. If you do not, you will not receive a settlement payment. For additional details on the payment terms, please see the Settlement Agreement, which is available at [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com), or call toll free 1-888-209-4680.

### HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

## 10. How can I get a payment?

To find out whether you are eligible for a payment, you must complete and sign a Claim Form truthfully, accurately, and completely, to the best of your ability. **You must mail the completed Claim Form to the following address, postmarked no later than October 28, 2024.**

Jondro Class Settlement  
c/o Epiq Class Action & Claims Solutions, Inc.  
PO Box 4258  
Portland, OR 97208-4258

You can complete a Claim Form online on the settlement website, [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com), before midnight Central Daylight Time on October 28, 2024. A copy of the Claim Form was mailed with this Notice. You may obtain an additional Claim Form by calling the Settlement Administrator at 1-888-209-4680 or visiting the settlement website, [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com). If you sign a Claim Form as the representative of a deceased or incapacitated Class Member, you must also submit written proof that you are the legally authorized representative. If you are a contractor to whom an insurance claim was properly assigned by a policyholder, you must submit written proof of the assignment with the filed Claim Form.

## 11. When will I get my payment?

If the Court grants Final Approval of the settlement, and if any appeals are resolved in favor of the settlement, then payments will be mailed to eligible Class Members after the claims administration process is completed. This process can take time, so please be patient.

## 12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means you can't individually sue the Insurance Company and the Released Persons over the claims settled in this case relating to the deduction of Nonmaterial Depreciation from payments for Covered Losses. It also means that all of the Court's orders will apply to you and legally bind you.

If you submit a Claim Form, or if you do nothing and stay in the Class, you will agree to release all Released Claims against all Released Persons. “Released Claims” and “Released Persons” are defined in the Settlement Agreement, which you can request by calling 1-888-209-4680 or view at [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want a payment from this settlement, and/or if you want to keep the right to individually sue about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from—or “opting out” of—the Class.

#### **13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must mail a letter saying that you want to be excluded from the *Jondro, et al. v. Country Mutual Insurance Company*, Case No. 2022-LA-0000228 settlement. Your letter must include your full name, address, and be signed. You must also include a clear statement that you wish to be excluded from the Settlement Class. You must mail your request for exclusion postmarked by August 2, 2024 to:

Jondro Class Settlement  
c/o Epiq Class Action & Claims Solutions, Inc.  
PO Box 4258  
Portland, OR 97208-4258

More instructions are in the Settlement Agreement, which is available on the settlement website at [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com). You cannot exclude yourself by phone, by email, or on the settlement website. The right to exclude yourself from the proposed settlement must be exercised individually, not as a member of a group and, except for a deceased or incapacitated Class Member, not by another person acting or purporting to act in a representative capacity. If you request exclusion on behalf of a deceased or incapacitated Class Member, you must also submit written proof that you are the legally authorized representative.

#### **14. If I don’t exclude myself, can I sue the Insurance Company for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Insurance Company for the claims that this settlement resolves. You must exclude yourself from the Class to individually sue the Insurance Company over the claims resolved by this settlement. Remember, the exclusion deadline is August 2, 2024.

#### **15. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself from the settlement, do not submit a Claim Form to ask for a payment.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members as Class Counsel:

Erik D. Peterson  
ERIK PETERSON LAW OFFICES, PSC  
110 W. Vine Street, Suite 300  
Lexington, KY 40507  
erik@eplo.law

T. Joseph Snodgrass  
SNODGRASS LAW LLC  
100 South Fifth Street, Suite 800  
Minneapolis, MN 55402  
jsnodgrass@snodgrass-law.com

J. Brandon McWherter  
MCWHERTER SCOTT & BOBBITT, PLC  
109 Westpark Drive, Suite 260,  
Brentwood, TN 37027  
brandon@msb.law

Robert J. Hanauer  
HANAUER LAW OFFICE, LLC  
456 Fulton Street, Suite 200  
Peoria, IL 61602  
rhanauer@hanauerlaw.com

Douglas J. Winters  
THE WINTERS LAW GROUP, LLC  
7700 Bonhomme Ave., Suite 575  
St. Louis, MO 63105  
dwinters@winterslg.com

You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and potentially have that lawyer appear in court for you in this case, you may hire one at your own expense.

### 17. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court for up to \$1,318,357.20, and will ask the Court to award Class Representatives Nicholas Jondro and Neal Kahre \$3,750.00 each and Class Representative Postal Properties - Westport Industrial, LLC \$7,500.00 for their efforts in prosecuting this case (called a service award). The Insurance Company agreed not to oppose the request for attorneys' fees and costs and service awards up to these amounts. The Court may award less than these amounts. The Insurance Company will pay these fees, expenses, and service awards in addition to amounts due to Class Members. These payments will not reduce the amount distributed to Class Members. The Insurance Company will also separately pay the costs to administer the settlement.

## OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

### 18. How do I tell the Court if I don't agree with the settlement?

If you don't want the Court to approve the settlement you must file a written objection with the Court and send a copy to the Settlement Administrator and to Class Counsel and Defendant's Counsel by the deadline noted below. You should include the name of the case (*Jondro, et al. v. Country Mutual Insurance Company*, Case No. 2022-LA-0000228), your full name, address, signature, the specific reasons why you object to the settlement, and state whether you intend to appear at the Final Approval Hearing in person or through counsel. If you have a lawyer file an objection for you, he or she must follow all local rules and you must list the attorney's name, address, and telephone number in the written objection filed with the Court.

If you intend to appear at the Final Approval Hearing to object to the settlement, you must also provide the Court and Class Counsel and Defendant's Counsel with your written objection a detailed statement of the specific legal and factual reasons for each objection, a list of any witnesses you may call at the hearing with each witness's address and summary of the witness's testimony, and a description of any documents you may present to the Court at the hearing. You or your lawyer may appear at the Final Approval Hearing if you have filed a written objection as provided above. (See the section on "The Court's Final Approval Hearing" below). The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group and, except in the case of a deceased or incapacitated Class Member, not by another person acting or purporting to act in a representative capacity. If you file an objection as the representative of a Class Member, you must also submit written proof that you are the legally authorized representative.

File the objection with the Clerk of the Court at the address below by August 2, 2024. Note: You may send it by mail, but it must be received and filed by the Clerk by this date.	And mail a copy of the objection to the Administrator at the following address so that it is postmarked by August 2, 2024.
<b>Court</b>	<b>Administrator</b>
Circuit Clerk Peoria County Courthouse 324 Main Street, Rm. G-22 Peoria, IL 61602	Jondro Class Settlement c/o Epiq Class Action & Claims Solutions, Inc. PO Box 4258 Portland, OR 97208-4258
<b>Defendant's Counsel</b>	<b>Class Counsel</b>
Ault Hootsell Butler Snow, L.L.P 201 St. Charles Avenue, Suite 2700 New Orleans, LA 70170  David Lubben Davis & Campbell L.L.C. 401 Main Street, Suite 1600 Peoria, IL, 61602	See the names and addresses of Class Counsel in the answer to Question 16, above.

### 19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class or the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement.

### 20. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing at 2:00 p.m., on September 12, 2024 at the Peoria County Courthouse, 324 Main Street, Courtroom 213, Peoria, Illinois 61602. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may listen to people who have asked to speak about their objection. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and how much to award each Class Representative as a service award. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take. Check the settlement website to make sure the hearing hasn't been rescheduled, and to see whether the Court has scheduled the hearing to proceed by video conference or teleconference only, instead of in person.

### 21. Do I have to come to the hearing?

You are not required to attend, and Class Counsel will answer any questions that the Court may have. If you wish to attend the hearing, you may come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

### 22. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Final Approval Hearing. You cannot speak at the Hearing if you exclude yourself.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing, you'll get no payment from this settlement. But, unless you exclude yourself from the settlement, you won't be able to individually sue for the claims resolved in this case.

## GETTING MORE INFORMATION

### 24. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. If you have questions or if you want to request a copy of the Settlement Agreement, which provides more information, call 1-888-209-4680 or view a copy on the settlement website at [www.JondroClassSettlement.com](http://www.JondroClassSettlement.com).

**PLEASE DO NOT CALL OR WRITE THE COURT, THE JUDGE OR HIS STAFF, OR THE INSURANCE COMPANY OR ITS COUNSEL FOR INFORMATION OR ADVICE ABOUT THE SETTLEMENT.**