

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Scott Craven DDS PC and Met Building LLC v. Cameron Mutual Insurance Company
Circuit Court of Clay County, Missouri, Case No. 20CY-CV06381

**If you are a Missouri citizen who was covered as of March 2020
by one of Cameron Mutual’s property insurance policies,
you may be included in a proposed class action settlement.**

Please read this Notice carefully.

You have been sent this Notice of Proposed Class Action Settlement (the “Notice”) because you might be a Settlement Class Member in the class action lawsuit captioned *Scott Craven DDS PC and Met Building LLC v. Cameron Mutual Insurance Company*, pending in the Circuit Court of Clay County, Missouri (the “Court”), Case No. 20CY-CV06381. The Court approved this Notice.

If are a Missouri citizen who was covered as of March 2020 by one of Cameron Mutual’s property insurance policies, then you may be entitled to monetary benefits afforded under the proposed class action settlement (the “Settlement”).

The enclosed Notice explains your legal rights.

Please read the Notice carefully as your legal rights may be impacted.

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI

A COURT AUTHORIZED THIS NOTICE.

THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU ARE NOT BEING SUED.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.

A proposed Settlement has been reached in this case between Class Representatives Scott Craven DDS PC and Met Building LLC (“Class Representatives” or “Plaintiffs”) and Defendant Cameron Mutual Insurance Company (“Cameron Mutual”) to resolve a class action arising out of a coverage dispute between Plaintiffs and Cameron Mutual over Plaintiffs’ ongoing direct physical loss of or damage to property and resultant economic losses amid the Coronavirus and COVID-19 pandemic under the “all-risk” commercial property insurance policy Cameron Mutual sold to Plaintiffs (the “Policy”). The Policy broadly covers all risks of direct physical loss of or damage to insured property from any cause unless excluded. Plaintiffs allege that Cameron Mutual breached the Policy by failing and refusing to acknowledge coverage on Plaintiffs’ claims for lost business income and extra expenses arising from the Coronavirus and the COVID-19 pandemic. Cameron Mutual denies these allegations. The Court has preliminarily approved the Settlement and authorized this Notice to Settlement Class Members.

The proposed Settlement provides monetary relief to Class Representatives and Settlement Class Members, subject to the terms and conditions set forth in the proposed Settlement. This Notice explains your rights and options under the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM AFTER THE SETTLEMENT IS APPROVED	The only way to get payment. If you are a Settlement Class Member and you submit a valid and timely claim form, you may be, subject to the terms and conditions set forth in the proposed settlement, entitled to monetary relief as compensation for income losses and extra expenses sustained between March 2020 and March 2021 due to the presence of Coronavirus and/or COVID-19 on your property.
OBJECT	Write to the Court to object to the settlement. If you file an objection, you may also be heard at the court hearing held to determine the fairness of the settlement.
OPT OUT	Exclude yourself from the settlement. Get no payment, but do not give up rights. If you timely and validly exclude yourself from or “opt out” of the Settlement, you will not receive any compensation made available through the Settlement but will not give up any right to sue Cameron Mutual for claims released under the Settlement.
DO NOTHING	Get no payment. Give up rights. By doing nothing, you will not receive any compensation made available through the Settlement. You will still give up your right to sue Cameron Mutual for claims released under the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

Class Representatives Scott Craven DDS PC and Met Building LLC (on behalf of themselves and the proposed Settlement Class) have reached a Settlement with Defendant Cameron Mutual. The details of the Settlement—including how you can obtain monetary relief—are described in this Notice. The Court has preliminarily approved the Settlement and ordered that Notice of the Settlement be distributed to Settlement Class Members. The Parties have identified you as a Settlement Class Member because you are a Missouri citizen who was covered as of March 2020 by one of Cameron Mutual’s property insurance policies.

Questions? Visit www.CameronMutualSettlement.com, or call 844-732-1567, or email info@CameronMutualSettlement.com

2. What is this lawsuit about?

This lawsuit is about to a coverage dispute between Plaintiffs and Cameron Mutual over Plaintiffs' ongoing direct physical loss of or damage to property and resultant economic losses amid the Coronavirus and COVID-19 pandemic under the Policy that Cameron Mutual sold to Plaintiffs. The Policy broadly covers all risks of direct physical loss of or damage to insured property from any cause unless excluded. Plaintiffs allege that Cameron Mutual breached the Policy by failing and refusing to acknowledge coverage on Plaintiffs' claims arising from the Coronavirus and the COVID-19 pandemic. Cameron Mutual denies these allegations. You can read Plaintiffs' First Amended Class Action Petition at www.CameronMutualSettlement.com.

THE SETTLEMENT BENEFITS

3. What benefits are available to Class Members under the settlement?

The settlement makes monetary relief available to all Settlement Class Members who timely submit valid Claim Forms, subject to the terms and conditions of the Settlement. Included with this Notice is a copy of the Claim Form and Settlement Agreement. In this Agreement, you can read more about the monetary relief available and how to submit a claim.

Compensation for Lost Business Income and Extra Expenses: Cameron Mutual will pay Settlement Class Members to compensate them for lost business income and extra expenses they incurred from March 2020 to March 2021 (the "Claim Period") due to the presence of Coronavirus/COVID-19 on their insured property. The amount of your claim will be determined by the documentation of losses you submit during the Claim Period, the number of claims submitted, your Policy limit, and whether you submitted a claim to Cameron Mutual for COVID-19 losses.

OBTAINING SETTLEMENT BENEFITS

4. How do I submit a claim for monetary relief?

To submit a claim for monetary relief, you must submit your Claim Form on or before April 3, 2023. Accepted and valid claims will be paid after all claims are validated.

You may submit the Claim Form by mail or electronically. If your claim is approved, you will, subject to the terms and conditions of the proposed settlement, receive compensation for lost business income and extra expenses you incurred from March 2020 to March 2021 (the "Claim Period") due to the presence of Coronavirus/COVID-19 on your insured property.

Settlement Class Members will be able to submit a Claim Form or letter describing the lost business income and/or extra expenses they incurred during the Claim Period due to the presence of Coronavirus/COVID-19 on their property. With their Claim Form (or equivalent letter), Settlement Class Members must submit their 2019 and 2020 tax returns showing a business income loss or reasonable supporting documentation showing extra expenses incurred due to COVID-19. If you do not have 2019 and 2020 tax returns or do not believe your tax returns adequately show your business income loss then you will have the opportunity to submit alternative information that will be subject to approval by the Claims Administrator and Class Counsel.

Factors to be considered when determining the amount recoverable on a given claim include income losses, extra expenses incurred, whether an insurance coverage claim was submitted to Cameron Mutual under the Policy, and the Policy limit. For Settlement Class Members who did not submit a coverage claim to Cameron Mutual, a 70% discount will be applied to the amount of documented lost income and extra expenses during the Claim Period.

The full claims process is explained in the Settlement Agreement, which is included in this Notice and available on the Settlement website at www.CameronMutualSettlement.com. Claims will be reduced pro rata to identify losses incurred in the 168 hours following issuance of the government shut down orders. In the event there are funds remaining after all claims have been calculated in this manner, those funds will be distributed pro rata to all claimants based on their approved claim. In the event claims are submitted in excess of the \$800,000 settlement fund, less attorneys' fees, expenses, and administrative costs approved by the Court, the Settlement Agreement explains how claims will be prioritized and treated.

5. What happens if I do not submit a claim?

If any Settlement Class Member does not submit a claim as described in the Settlement Agreement, the Settlement Class Member will not recover anything from the Settlement. If the Settlement Class Member does not opt out, that Member will still be bound by the Settlement and thus will give up any right to bring the released claims against Cameron Mutual.

Questions? Visit www.CameronMutualSettlement.com, or call 844-732-1567, or email info@CameronMutualSettlement.com

6. What am I giving up to get a payment?

Nothing. Everyone who fits the Settlement Class definition is a Settlement Class Member and is automatically part of the Settlement unless they opt out. If you are a Settlement Class Member, you should submit a claim and obtain the benefits to which you are entitled, or you can opt out, which means you will not obtain any relief under the settlement but will retain your right to bring claims against Cameron Mutual. If you do nothing, which means you do not submit a claim and do not opt out, you will still release your claims but will not receive any compensation under the settlement.

7. What claims are being released by the settlement?

As part of the Settlement, the Settlement Class Members are completely and forever discharging and releasing any and all claims that were or could have been asserted against the Released Entities, as defined in the Settlement Agreement, based on the facts alleged in Plaintiffs First Amended Class Action Petition. You can review the Petition and the Settlement Agreement on the Settlement website at www.CameronMutualSettlement.com. However, the release does not include any claims of Settlement Class Members who timely and properly opt out of the Settlement or lawsuits against any Class Member. “Released Entities” means Defendant Cameron Mutual Insurance Company, including their parent companies, affiliate companies, subsidiary companies, and the past, present and future officers, directors, shareholders, employees, predecessors, parents, subsidiaries, insurers, agents, servants, successors, trustees, representatives, heirs, executors, and assigns of all the foregoing people and entities.

THE CLASS DEFINITION

8. How do I know if I am a Class Member?

The Settlement Class is defined as follows: All Missouri citizens that were covered as of March 2020 by one of Cameron Mutual’s property insurance policies.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court preliminarily appointed the following lawyers as “Settlement Class Counsel” to represent all the members of the proposed Settlement Class:

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64113

John J. Shirger
Miller Shirger LLC
4520 Main Street, Suite 1570
Kansas City, MO 64111

J. Kent Emison
Langdon & Emison LLC
911 Main Street
PO Box 20
Lexington, MO 64067

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. But, if you want your own lawyer, you may be represented by your own lawyer. For example, you can ask your own lawyer to appear on your behalf in Court if you want someone other than Settlement Class Counsel to speak for you. However, you will be responsible for any fees which that lawyer may charge for representing you.

11. How will the lawyers be paid?

This case has been pending since 2020 and the lawyers representing the Plaintiffs and the Settlement Class have not been paid anything for their time. Nor have they been reimbursed for the expenses advanced on behalf of Settlement Class Members. After Settlement Class Counsel negotiated this Settlement on behalf of the Settlement Class, Settlement Class Counsel and Cameron Mutual separately negotiated a reasonable attorneys’ fee and reimbursement of advanced expenses. Cameron Mutual has agreed to pay Settlement Class Counsel’s attorneys’ fees and expenses in the aggregate amount of \$320,000. This amount must be approved by the Court. Importantly, the amounts paid to Settlement Class Counsel are separate from and in addition to the amounts going to Settlement Class Members. Any amount awarded will **not** reduce the benefits available to the Settlement Class described above.

Questions? Visit www.CameronMutualSettlement.com, or call 844-732-1567, or email info@CameronMutualSettlement.com

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to:

Cameron Mutual Settlement
P.O. Box 2004
Chanhassen, MN 55317-2004

Your objection must provide the following information: (1) identification of the Settlement Class Member and reasonable supporting documentation evidencing the objector's right to act on behalf of the Settlement Class Member, including proof that objector is a Settlement Class Member; (2) identification of any counsel representing the objecting Settlement Class Member; (3) the factual and legal basis for the objection; and (4) a statement of whether the Class Member plans to appear in person at the final fairness hearing.

Any objections must be postmarked or received by the Settlement Administrator no later than February 17, 2023. Any objection that is not postmarked on or before February 17, 2023 or does not comply with the requirements above will be considered untimely and invalid and will not be considered by the Court.

OPTING OUT OF THE SETTLEMENT

13. How do I exclude myself from the Settlement?

Settlement Class Members must opt out of the settlement on or before February 17, 2023. All opt outs must be submitted in writing and signed by the person seeking to opt out. In addition, any opt out must contain the name, address, and telephone number of the person opting out. Any opt out not submitted in compliance with these requirements or by February 17, 2023 shall be considered untimely and invalid and will not be considered by the Court.

THE FINAL FAIRNESS HEARING

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on April 12, 2023, in the Circuit Court of Clay County, Missouri, at 11 South Water Street, Liberty, Missouri 64068 in Division 2. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel. The Court may also decide how much to pay the Class Representatives as a service award for prosecuting this case on behalf of the Settlement Class. Scott Craven DDS PC, as a Class Representative, may seek a \$25,000 or less service award based on its role in bringing this result about for the Settlement Class. Cameron Mutual has agreed not to object to this Class Representative's request for a service award up to \$25,000. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take the Court to make these decision.

15. Do I have to come to the Final Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your valid, written, signed objection on time, the Court will consider it. If you hire a lawyer other than Settlement Class Counsel, you may also pay your lawyer to attend if you wish.

16. May I speak at the Final Fairness Hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in *Scott Craven DDS PC and Met Building LLC v. Cameron Mutual Insurance Company*, Case No. 20CY-CV06381. Be sure to include your name and address, and your signature. Your Notice of Intention

to Appear must be postmarked no later than February 17, 2023, and be sent to the Claims Administrator at the following address:

Cameron Mutual Settlement
P.O. Box 2004
Chanhassen, MN 55317-2004

DOING NOTHING

17. What happens if I do nothing at all?

To obtain the settlement benefits described above, you must submit a claim in response to the Notice using the Claim Form you have received in the mail. If you do nothing in response to the Notice and Claim Form, you will receive nothing from this Settlement. However, you will remain bound by the terms of the Settlement, including the agreed-upon release of claims.

GETTING MORE INFORMATION

18. Are there more details available?

Visit the Settlement website, www.CameronMutualSettlement.com, where you will find other documents relevant to the Settlement. Updates regarding the case will also be available on the Settlement website.

You may also contact the Claims Administrator:

Cameron Mutual Settlement
P.O. Box 2004
Chanhassen, MN 55317-2004
Phone: 844-732-1567
Email: info@CameronMutualSettlement.com

You may also contact Settlement Class Counsel:

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64113
866-714-7124
CravenClassSettlement@stuevesiegel.com

John J. Shirger
Miller Shirger LLC
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Kansas City, MO 64111
866-714-7124
CravenClassSettlement@stuevesiegel.com

J. Kent Emison
Langdon & Emison LLC
911 Main Street
PO Box 20
Lexington, MO 64067
866-714-7124
CravenClassSettlement@stuevesiegel.com

PLEASE DO NOT CONTACT THE COURT

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