

APPENDIX "A":

DEFINITIONS

Except where otherwise indicated, all capitalized terms used in the foregoing Order and in this Appendix "A" shall have the meanings set forth below.

A. **Class Counsel.** "Class Counsel" means, collectively, Lawrence A. Anderson and Rex Palmer.

B. **Class Member.** "Class Member" or "Settlement Class Member" means any Class Representative and any member of the Settlement Class who does not validly and timely elect exclusion from the Settlement Class as determined by the Court, and each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

C. **Class Period.** "Class Period" means the period from January 1, 1998 through May 30, 2008.

D. **Effective Date.** The "Effective Date" shall be the date when each and all of the following conditions have occurred: (1) The Stipulation has been fully executed by the Parties and their respective counsel; (2) the Preliminary Approval Order has been entered by the Court certifying the Settlement Class, granting preliminary approval of the Stipulation, and approving the forms of the Mail Notice, Publication Notice and Claim Form, all as provided in the Stipulation; (3) The approved Notice Plan has been duly promulgated as ordered by the Court; (4) The Court has entered the Final Order and

Judgment finally approving this Stipulation; and (5) The Final Order and Judgment has become Final.

E. Final. “Final,” means that (a) the Final Order and Judgment is a final, appealable judgment; and (b) either (i) no appeal(s) have been taken as of the date on which all times to appeal therefrom have expired, or (ii) if an appeal(s) or other review proceeding(s) have been commenced, such appeal(s) or other review(s) are finally concluded and no longer are subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal(s) or other review(s) have been finally resolved in such manner that affirms the Final Order and Judgment(s) appealed from in all material respects.

F. Lawsuit. “Lawsuit” means the action styled *Nola Greeno v. Allied Property and Casualty Insurance Company, et al.*, United States District Court, District of Montana, Case No. CV-06-113-M-DWM.

G. Named Plaintiff. “Named Plaintiff” means Nola Greeno.

H. Nationwide/Allied. “Nationwide/Allied” means and includes the named defendants in the Lawsuit, Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including without limitation, Nationwide Mutual Fire Insurance Company and Nationwide Property and Casualty Insurance Company, and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees,

attorneys, accountants, financial or investment advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators.

I. **Released Claims.** “Released Claims” means Released Claims as defined in the Release attached as Appendix “B” to this Final Order and Judgment.

J. **Released Parties.** “Released Parties” means “Nationwide/Allied” as defined in this Appendix “A” and the Release attached as Appendix “B” to this Final order and Judgment.

K. **Stipulation.** “Stipulation” means the Stipulation of Class Action Settlement entered into by, between, and among Nola Greeno and Nationwide/Allied filed with this Court.

L. To the extent not defined above, any terms used herein shall have the meanings as set forth in the Stipulation.