

LEGAL NOTICE

If you made a claim to State Farm for loss or damage to a dwelling or other structure located in Arkansas based on a loss that occurred between May 1, 2010 and December 6, 2013, and you received a payment from State Farm, this class action lawsuit may affect your rights

*A court authorized this Notice.
It is not a solicitation from a lawyer.*

www.Stuart-v-StateFarm.com

Stuart v. State Farm Notice Administrator
c/o JND Legal Administration
P.O. Box 91209
Seattle, WA 98111

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The lawsuit: Several policyholders have sued State Farm Fire and Casualty Company (“State Farm”) for applying depreciation to the estimated costs of the labor necessary to repair or replace damaged structures in making actual cash value (“ACV”) claim payments under State Farm’s policies.

Who is included? The Court has allowed the lawsuit to proceed as a “class action” on behalf of a “Class” of State Farm insureds. You are potentially a member of the following Class:

All persons and entities that received “actual cash value” payments, directly or indirectly, from State Farm for loss or damage to a dwelling or other structure located in the State of Arkansas, such payments arising from events that occurred between May 1, 2010 and December 6, 2013, where the cost of labor was depreciated.

The following are excluded from the Class: all persons and entities that received payment from State Farm in the full amount of insurance shown on the declarations page; State Farm and its affiliates, officers and directors; members of the judiciary and their staff to whom this action is assigned; and Plaintiffs’ counsel.

Status of case: Plaintiffs contend that State Farm breached its insurance contract by calculating ACV payments in the manner described above. Plaintiffs seek damages for the Class in the amount of the labor depreciation, a 12% penalty pursuant to Ark. Code Ann. § 23-79-208, attorney fees and costs. State Farm denies that its conduct breached the insurance contract. The Court has not yet decided whether State Farm did anything wrong and has not ruled on Plaintiffs’ claims or State Farm’s defenses.

What are my options: There is no money available to you now, and no guarantee there will be. However, your legal rights may be affected, and **you have two options at this point:**

1. **Do Nothing: Stay in the class** and keep the possibility of getting money or benefits from this lawsuit. You will give up the right to bring your own lawsuit against State Farm and you will be bound by the terms of any orders and judgments of the Court, even if they are adverse to you.
2. **Ask to be Excluded: Exclude yourself** from the lawsuit and you will get no benefits from this lawsuit, if any, but you will keep the right to bring your own lawsuit related to the issues addressed in this lawsuit. You must exclude yourself by mailing a letter to the Notice Administrator by **October 21, 2019**. Please go to **www.Stuart-v-StateFarm.com** and review the **Long Form Class Notice posted on that site for instructions on how to exclude yourself.**

Additional orders of the Court and relevant deadlines will be posted on the website. This is only a summary. For more information, call or visit the website below.