

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF ALABAMA

Arnold v. State Farm Fire and Casualty Company

NOTICE OF CLASS ACTION SETTLEMENT

A federal court authorized this notice.

This is not an advertisement or a solicitation from a lawyer.

PLEASE READ THIS NOTICE IN ITS ENTIRETY

If you made a claim to State Farm for structural damage to a dwelling or other structure located in Alabama based on a loss that occurred between March 8, 2011 and August 3, 2017, and you received a payment or an estimate for damage repair from State Farm, this class action settlement may affect your rights.

- A policyholder sued State Farm Fire and Casualty Company (“State Farm”) for depreciating the estimated costs of the labor and other non-material costs needed to repair or replace damaged structures when making actual cash value (“ACV”) payment(s) to Alabama policyholders under State Farm insurance policies. The Court allowed the lawsuit to proceed as a “class action” on behalf of a “Class” of persons and entities who made a structural damage claim under a State Farm policy for damage to a dwelling or other structure located in Alabama based on a loss that occurred between March 8, 2011 and August 3, 2017, which resulted in an ACV payment on which depreciation was applied to estimated labor and other non-material costs, or which would have resulted in such a payment but for the application of such depreciation.
- The parties have now reached a proposed settlement of the lawsuit, which is subject to the Court’s final approval.
- Your legal rights are affected whether you act or don’t act. Your options are explained in this notice.
- You may be eligible for a payment if you qualify and timely submit a valid claim form. **There is a deadline to act.** No payments will be made until the Court approves the settlement and all appeals are resolved.
- Please read this notice carefully.
- **Have a question? Read on and then visit www.Arnold-v-StateFarm.com or call 1-877-540-0864.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM (Deadline: October 24, 2022)	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED (Deadline: August 24, 2022)	You will receive no payment. This is the only option that allows you to ever be part of any other lawsuit against State Farm over the legal claims in this case.
OBJECT (Deadline: August 24, 2022)	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING (Scheduled for September 23, 2022)	Ask to speak in Court about the settlement.
DO NOTHING	You will get no payment. You give up rights.

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BASIC INFORMATION

1. Why was this notice issued?

State Farm's records reflect that you submitted a claim to State Farm for a covered loss to a dwelling or other structure in Alabama under a State Farm structural damage insurance policy, based on a loss occurring between March 8, 2011 and August 3, 2017, for which you either (i) received an ACV payment on which depreciation may have been applied to estimated labor and other non-material costs, or (ii) did not receive a payment but did receive a State Farm estimate for the costs of the damage repair on which depreciation may have been applied to estimated labor and other non-material costs. The Court allowed, or "certified," a class action lawsuit that may affect your rights. The parties have now reached a proposed settlement of that lawsuit.

The Court authorized this notice because you have a right to know of a proposed settlement of this class action, including the right to submit a claim for payment as part of the settlement, and about all your options regarding this settlement before the Court decides whether to give "Final Approval" to the settlement. If the Court approves the parties' Stipulation of Settlement ("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. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for benefits, and how to get them.

The Honorable Judge Terry F. Mooror of the U.S. District Court for the Southern District of Alabama is overseeing this class action. The lawsuit is known as *Arnold v. State Farm Fire and Cas. Co.*, Case No. 17-CV-148-TFM-C.

2. What is this lawsuit about?

This lawsuit is about whether State Farm breached its Alabama insurance policies by applying depreciation to the estimated costs of labor and other non-material costs in calculating ACV payments. Plaintiff contends that such depreciation resulted in Plaintiff and the Class being underpaid and was a breach of the insurance contracts.

State Farm denies that its conduct breached the insurance contracts. State Farm contends that many policyholders received everything they were entitled to under their policy, including through payments for replacement cost benefits.

3. What is a class action and who is involved?

In a class action, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Plaintiff who sued originally, along with three additional class representatives who were appointed by the Court in this case, are the Class Representatives. The person or entity they sue (in this case, State Farm) is called the Defendant. One court resolves the issues for all Class Members. The Court has appointed the lawyers for the Class Representatives (referred to as "Class Counsel," whose names and contact information are provided in response to Question 18) to represent the Class and has appointed the Plaintiff and the three additional class representatives to serve as Class Representatives.

4. Why is there a settlement?

The Court has not decided the merits of this case in favor of either the Plaintiff or State Farm and has not found that State Farm 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 State Farm did anything wrong. No trial has occurred, and the Court has not yet ruled on Plaintiff's claims or State Farm's defenses.

WHO IS IN THE SETTLEMENT?

To see if you are bound by and/or potentially eligible for benefits from this Settlement, you first have to determine if you are a Class member.

5. Who is in the Settlement Class?

This settlement covers a Class of State Farm insureds who, according to Plaintiff's allegations, were underpaid because State Farm calculated ACV payments by applying depreciation to estimated labor and other non-material costs.

You are receiving this notice because you are a potential member of the settlement "Class," consisting of:

All persons and entities insured under a State Farm structural damage policy who made: (1) a structural damage claim for property located in the State of Alabama with a date of loss on or after March 8, 2011, but before August 3, 2017; and (2) which resulted in an actual cash value payment during the class period from which "non-material depreciation" was withheld from the policyholder; or which would have resulted in an actual cash value payment but for the withholding of "non-material depreciation" causing the loss to drop below the applicable deductible.

If you are a member of the Class, you will automatically be included unless you take affirmative steps to exclude yourself. Both current and former State Farm insureds can be part of this lawsuit.

6. Are there exceptions to being included?

The following people are excluded from the Class: (1) all persons and entities with claims arising under policies with State Farm coverage form WH-2101 or endorsement form FE-3650, or any other policy form expressly permitting the "depreciation" of "labor" within the text of the policy form; (2) all persons and entities that received actual cash value payments from State Farm that exhausted the applicable limits of insurance as shown on the declarations page; (3) State Farm and its affiliates, officers, and directors; (4) members of the judiciary and their staff to whom this Action is assigned; and (5) Class Counsel.

7. Understanding Class Membership

This Notice has been mailed to all people who are potentially eligible to receive money under the settlement, but it may also reach some people who are not in the Class. This series of questions may help you determine if you are a Class Member. Please consider all of the questions in order:

Question	Yes <u>or</u> Don't Know	No
Do you or did you have an Alabama structural insurance policy issued by State Farm Fire and Casualty Company?	Continue	You are not a Class Member.
Did you suffer a loss or damage to a dwelling or other structure located in the State of Alabama between March 8, 2011 and August 3, 2017, and make a claim with State Farm?	Continue	You are not a Class Member.
Did you receive an "actual cash value" payment that included a deduction for estimated depreciation of labor or other non-material costs, or would you have received such a payment had you not had labor and other non-material depreciation deducted by State Farm in calculating "actual cash value"?	You may be a Class Member, subject to certain exclusions.	You are not a Class Member.

8. I'm still not sure if I am included.

There is no document in your possession that will easily disclose whether you are a class member. However, if you are unsure whether you are potentially eligible to receive monies from the settlement, you may timely submit a claim form to have State Farm determine if you are eligible to receive payment. There is no penalty to submitting a claim form and submitting a claim form is the only way to have your claim reviewed, and if eligible, receive money from this settlement.

If you have further questions, you may call the following toll-free number 1-877-540-0864 with questions or visit www.Arnold-v-StateFarm.com.

Please do not call State Farm or your State Farm agent to discuss this lawsuit. You may, however, continue to call State Farm or your State Farm agent regarding any other insurance matters.

YOUR LEGAL RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, whether to make a claim, whether to object, or whether to be excluded, and you have to decide this by the deadlines stated in this Notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What am I entitled to receive if I timely submit a claim form?

Class Members who fully complete a claim form (“Claimants”) and timely mail it to the proper address or upload it to the proper website may be eligible for payment. (A copy of the claim form is attached to the back of this Notice.) State Farm has agreed to pay Claimants the following:

- (1) **Group A: Settlement Claimants Who Previously Received Only an ACV Payment.** The Claim Settlement Payments to Claimants from whom estimated Non-Material Depreciation was initially deducted from their ACV payments and who did not receive any subsequent replacement cost benefit payments will be equal to 100% of the estimated Non-Material Depreciation that was initially deducted from the ACV payment, plus 44% of the estimated General Contractor Overhead and Profit Depreciation (if any) that was initially deducted from the ACV payment, plus simple interest at 5.55% on those additional amounts to be paid from March 8, 2017, to the Effective Date.
- (2) **Group B: Settlement Claimants Who Previously Received Partial RCBs.** The Claim Settlement Payments to Claimants from whom estimated Non-Material Depreciation was initially deducted from their ACV payments and who partially recovered the initially deducted Non-Material Depreciation through payment of replacement cost benefits will be equal to 100% of the estimated Non-Material Depreciation that was not fully recovered, plus 44% of the estimated General Contractor Overhead and Profit Depreciation (if any) that was initially deducted from the ACV payment and that was not fully recovered through payment of replacement cost benefits, plus simple interest at 5.55% on those additional amounts to be paid from March 8, 2017, to the Effective Date.
- (3) **Group C: Settlement Claimants Who Previously Received Full RCBs.** The Claim Settlement Payments to Claimants from whom Non-Material Depreciation was initially deducted from their ACV payments and who subsequently recovered all depreciation will be equal to simple interest at 5.55% on the amount of estimated Non-Material Depreciation initially applied but subsequently recovered, plus simple interest at 5.55% on 44% of the estimated General Contractor Overhead and Profit Depreciation (if any) that was initially applied but subsequently recovered, calculated from the date of the initial ACV payment through the final replacement cost payment.
- (4) **Group D: Settlement Claimants Who Would Have Received an ACV Payment but For Application of Non-Material Depreciation.** The Claim Settlement Payments to these Claimants shall be equal to 100% of the portion of the estimated Non-Material Depreciation that the

Settlement Class Member did not receive as an ACV payment solely because application of Non-Material Depreciation caused the calculated ACV figure to drop below the applicable deductible, plus simple interest at 5.55% on those amounts from March 8, 2017, to the Effective Date.

Each category of payment set forth in 1, 2, 3 and 4 above is subject to State Farm's right to challenge or reduce the amount owed on the basis that (i) the Claimant is not a Class Member; (ii) the Non-Material Depreciation portion of the payment would exceed the applicable limit of liability under the Class Member's Policy; or (iii) the Non-Material Depreciation portion of the payment was already recovered through replacement cost benefits payments, as explained in the Settlement Agreement.

If you have more than one loss during the Class Period of March 8, 2011 through August 3, 2017, you will need to submit a separate claim form for each loss. State Farm's rights, and additional terms and explanation regarding how the payments are to be calculated, are set forth in the Settlement Agreement, which can be viewed at, or downloaded from www.Arnold-v-StateFarm.com.

The amount of money Class members will receive if they submit a claim form and are found eligible for payment is dependent upon the facts and circumstances of their individual claims. These amounts will be calculated for you if you timely submit a claim form, and if the Settlement is approved by the Court.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To ask for a payment, you must complete a claim form truthfully, accurately, and completely, to the best of your ability. The claim form must be signed. **You must then complete Step A or Step B:**

Step A: Mail the completed claim form to the following address, postmarked no later than October 24, 2022:

Arnold v. State Farm Settlement
c/o JND Legal Administration
PO Box 91431
Seattle, WA 98111

OR

Step B: Upload the completed claim form at www.Arnold-v-StateFarm.com before midnight, Central Time, no later than October 24, 2022.

A blank copy of the claim form should have accompanied this Notice. You may obtain an additional blank claim form by downloading one from www.Arnold-v-StateFarm.com or by calling the Settlement Administrator at 1-877-540-0864.

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 payment will be mailed to eligible Class Members after the claims administration process is completed. If you submit a claim form but do not qualify for a payment, you will be notified of that determination. 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 that you can't sue or be part of any other lawsuit against State Farm over the legal claims in this case. 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 simply stay in the Class and do not exclude yourself (*see* Sections 13-15 regarding "Excluding Yourself from the Class"), you will agree to "release and discharge" all "Released

Persons” of all “Released Claims.” You may view a full copy of the Settlement Agreement at www.Arnold-v-StateFarm.com, which provides more information.

Here is the definition of “Released Claims” and “Released Persons” in the Settlement:

“Released Claims” means and includes any and all past, present and future claims arising from or in any way related to depreciation of any kind on claims within the class period (including, but not limited to, calculation, deduction, determination, inclusion, modification, omission, and/or withholding of depreciation), whether known or unknown, and that were asserted or could have been asserted herein to the full extent of res judicata protection. This release is not intended to prevent an individual Class Member from seeking and potentially recovering any RCBs that may still remain available under the terms of his or her Policy. Additionally, Released Claims do not include any claim for enforcement of this Stipulation of Settlement and/or the Final Judgment.

“Released Persons” means, individually and collectively, (i) State Farm Fire and Casualty Company, and all of the past and present divisions, parent entities, associated entities, affiliates, partners, and subsidiaries; and (ii) all past and present officers, directors, shareholders, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, and legal representatives of the entities set forth in (i). The Released Claims extend only to claims arising under insurance policies issued by the Defendant.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want to participate in this settlement or case for any reason, but you want to keep the right to individually sue State Farm about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Class.

13. How do I get out of the Settlement?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by regular mail. The letter must include: (i) the name of the case (*Arnold v. State Farm Fire and Cas. Co.*, Case No. 17-CV-148, S.D. Ala.); (ii) a sentence expressly stating that you want to be excluded from the Class in this case, (iii) your name, address, telephone number, and (iv) your personal signature (not the signature of your attorney). **You must mail this letter postmarked by August 24, 2022** to the Settlement Administrator at the following address:

Arnold v. State Farm Settlement
c/o JND Legal Administration
PO Box 91431
Seattle, WA 98111

You cannot exclude yourself by phone or at the website.

There is a deadline to ask to be excluded. If you do not want to participate in the Class, then you must postmark the Exclusion Request letter by **August 24, 2022**.

14. If I don’t exclude myself, can I sue State Farm for the same thing later?

No. Unless you exclude yourself, you give up any right to sue State Farm for the claims that this settlement resolves. You must exclude yourself from this Class to sue State Farm over the claims resolved by this settlement. Remember, the exclusion deadline is August 24, 2022.

15. If I exclude myself, can I get a payment from the Settlement?

No. If you exclude yourself, you should not submit a Claim Form to ask for a payment as it will be rejected.

OBJECTING TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you can tell the Court if you don't agree with the settlement or some part of it.

16. How do I tell the Court if I don't agree with all or part of the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. If you want to object, you must do so by the postmark deadline of August 24, 2022, and submit a written objection in that case to the Court and send a copy to the Settlement Administrator as noted below. You must include the name of the case (*Arnold v. State Farm Fire and Cas. Co.*, Case No. 17-CV-148, S.D. Ala.), your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and a statement as to whether you intend to appear at the Final Approval Hearing in person or through counsel. If you do intend to appear at the Final Approval Hearing to object to the settlement, you must also provide with your written objection a detailed statement of the specific legal and factual basis for each objection, a list of any witnesses you will call at the hearing with each witness' address and summary of the witness' testimony, a detailed description of all evidence you will offer at the hearing with copies of the exhibits attached, and documentary proof of your membership in the Class. 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). If you have a lawyer file an objection for you, he or she must follow all Court's rules and you must list the attorney's name, address, bar number and telephone number in the written objection filed with the Court.

File the objection with the Clerk of the Court by no later than August 24, 2022, or mail the objection to the Clerk of the Court at the address below so that it is postmarked no later than August 24, 2022.	Mail a copy of the objection to the Administrator at the following address so that it is postmarked no later than August 24, 2022.
Court	Administrator
U.S. District Court for the Southern District of Alabama 155 St. Joseph Street Mobile, AL 36602	Arnold v. State Farm Settlement c/o JND Legal Administration PO Box 91431 Seattle, WA 98111

17. What is 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 LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

The Court appointed the lawyers for Plaintiff and the additional class representatives in this case to represent the Class ("Class Counsel"). Those lawyers are Erik D. Peterson of MEHR, FAIRBANKS & PETERSON TRIAL LAWYERS, PLLC, J. Brandon McWherter of MCWHERTER SCOTT BOBBITT, T. Joseph Snodgrass of SNODGRASS LAW LLC, and David Martin of THE MARTIN LAW GROUP, LLC:

Erik D. Peterson
Mehr, Fairbanks & Peterson
Trial Lawyers, PLLC
201 West Short Street, Suite 800
Lexington, KY 40507
Tel: 859-225-3731
Email: edp@austinmehr.com

T. Joseph Snodgrass
SNODGRASS LAW LLC
100 S. Fifth Street, Suite 800
Minneapolis, MN 55402
Tel: 612-448-2600
Email: jsnodgrass@snodgrass-law.com

J. Brandon McWherter
MCWHERTER SCOTT & BOBBITT PLC
341 Cool Springs Blvd., Suite 230
Franklin, TN 37067
Tel: (615) 354-1144
Email: brandon@msb.law

David Martin, Esq.
The Martin Law Group, LLC
2117 Jack Warner Parkway, Suite 1
Tuscaloosa, AL 35401
Tel: 205-343-1771
Email: david@erisacase.com

The Court determined that these attorneys are qualified to represent the interests of the Class in this lawsuit. More information about their firm, their practices, and their lawyers' experience is available on the firm websites.

19. Should I get my own lawyer?

You may if you want, but you do not need to hire your own lawyer because Class Counsel represent the Class of which you may be a member. For example, you can hire a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, you will be responsible for the charges that lawyer requires you to pay for representing you.

20. How will Class Counsel get paid?

If you choose to remain in this lawsuit, you will not be required to pay attorneys' fees or expenses to Class Counsel out of your own pocket. As part of the Settlement, Class Counsel will ask the Court for their attorneys' fees and expenses to be paid in addition to the monetary benefits obtained for the Class. Class Counsel will ask the Court for up to \$8,595,000 for attorneys' fees, costs, and expenses, and will ask the Court to award the Plaintiff \$20,000 and the three additional class representatives \$15,000 each for their efforts in prosecuting this litigation ("Service Awards"). State Farm has agreed not to oppose Class Counsel's request for their fees, costs and expenses, and the Service Awards to the Class Representatives up to these amounts. The Court may award Class Counsel and the Class Representatives less than the amounts they request. State Farm will separately pay Class Counsel's fees, costs and expenses, and Class Representatives' Service Awards that the Court orders. These payments will not reduce the amount distributed to Class Members. State Farm will also separately pay the costs to send notice and to administer the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court has scheduled a Final Approval Hearing at 9:30 a.m. CST, on September 23, 2022, at the United States Courthouse in Mobile, Alabama. 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

(if anything) to award the Class Representatives as Service Awards. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. If you wish to attend the hearing, or wish to present your objections to the Settlement, 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.

23. 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 from the settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do not submit a settlement claim, you'll get no payment from this settlement even if you qualify for one. But, unless you exclude yourself from the settlement, you won't be able to individually sue State Farm for the claims in this case.

GETTING MORE INFORMATION

25. How can I get additional information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can visit the website, www.Arnold-v-StateFarm.com, where you will find the Court's Preliminary Approval Order, a copy of the Settlement Agreement, a copy of this Notice, the Claim Form, the Plaintiff's Complaint, and State Farm's Answer to the Complaint. You may also contact the Settlement Administrator at 1-877-540-0864.

Please do not call State Farm or your State Farm agent to discuss this lawsuit. You may, however, continue to call State Farm or your State Farm agent regarding any other insurance matters.

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR
CLERK OF THE COURT WITH QUESTIONS**

**PLEASE DO NOT CALL OR WRITE YOUR
STATE FARM AGENT WITH QUESTIONS**

**DIRECT ALL INQUIRIES TO CLASS COUNSEL
OR AN ATTORNEY OF YOUR OWN CHOOSING**

By Order of the United States District Court for the Southern District of Alabama