

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

ANNIE ARNOLD, individually and on)	CIVIL ACTION NO.
behalf of all others similarly situated,)	2:17-CV-00148-TFM-C
))
Plaintiff,))
))
v.))
))
STATE FARM FIRE AND CASUALTY))
COMPANY,))
))
Defendant.))

**PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT**

Pursuant to Rule 23(e)(1)-(2) of the Federal Rules of Civil Procedure, Plaintiff and Class Representative Annie Arnold and the Additional Class Representatives Bobby Abney, Tina Daniel, and Kenneth Scruggs (collectively the “Class Representatives”), on behalf of themselves and the proposed Settlement Class, respectfully move the Court in the above-captioned action for an Order granting final approval in accordance with the terms and conditions set forth in the proposed Final Approval Order attached as Exhibit 4 to the Parties’ Class Action Stipulation of Settlement Agreement previously filed with the Court on February 9, 2022 (Doc. 196-1, PageID.11679-11-694). Defendant State Farm Fire and Casualty Company (“State Farm”) does not oppose this motion for approval of a settlement.¹

In support of this unopposed motion, the Class Representatives submit the following:

¹ As Paragraphs 1.14-1.15 of the Settlement make clear, however, State Farm denies each and every allegation of liability, wrongdoing and damages, and believes it has substantial factual and legal defenses to all claims and class allegations. Doc. 196-1, PageID.11597.

1. Pursuant to Rule 23(e)(3), Class Representatives state that the only agreement at issue is the Class Action Stipulation of Settlement Agreement filed with the Court on February 9, 2022, (Doc. 196-1, PageID.11679-11-694), and preliminarily approved on April 25, 2022. Doc. 199, PageID.11770-1785.

2. Under Rule 23(e)(2), a proposed settlement can be approved based upon adequacy of representation considerations, the existence of arms-length negotiations and the terms of the settlement in the context of adequacy, the risks of the litigation, fairness to the putative class amongst themselves and in terms of distribution of class member claims and in terms of the attorneys' fees. These factors largely mirror the factors analyzed by the Eleventh Circuit. *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021); *Swaney v. Regions Bank*, 2020 WL 3064945, at *3 (N.D. Ala. June 9, 2020); *Family Med. Pharm., LLC v. Trxade Gr., Inc.*, 2017 WL 1042079, at *5 (S.D. Ala. Mar. 17, 2017).

3. As more fully set forth in the accompanying Memorandum and the supporting Declarations of Class Counsel filed with the Court on August 10, 2022, (Doc. 200, PageID.11786-11825), the Settlement is appropriate for final approval. In summary, the Settlement provides the following categories of relief:

- a. **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 and who did not receive any subsequent RCB 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. SA ¶ 6.4.1.
- b. **Group B: Settlement Claimants Who Previously Received Partial RCBs.** The Claim Settlement Payments to Claimants from whom estimated Non-Material Depreciation was initially deducted and who partially recovered the initially deducted Non-Material Depreciation through payment of RCBs 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 RCBs, plus simple interest at 5.55% on those additional amounts to be paid from March 8, 2017, to the Effective Date. SA ¶ 6.4.2.

- c. **Group C: Settlement Claimants Who Previously Received Full RCBs.** The Claim Settlement Payments to Claimants from whom Non-Material Depreciation was initially deducted 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 date of the final replacement cost payment. SA ¶ 6.4.3.
 - d. **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. SA ¶ 6.4.4.
4. The amount of any attorneys' fees, costs, expenses, or services awards awarded by this Court will not reduce the award to any Class Member under this Settlement. SA ¶¶ 13.2.
 5. The proposed settlement classes do not include any policyholder that is ineligible for a payment under this Settlement. In exchange for payment, the class members will release claims limited to the subject matter of this lawsuit (*i.e.*, claims related to depreciation of any kind on insurance claims within the class period). *See* SA ¶¶ 2.30, 9.1-9.5. The release is expressly not intended to prevent an individual Class Member from recovering any RCBs that may still remain available under the terms of his or her Policy. *See id.* ¶ 2.30.
 6. The proposed settlement was reached through arms-length settlement negotiations overseen by an experienced mediator, George M. Van Tassel, Jr., as attested to by Class Counsel in the Declarations filed with the Court on August 10, 2022. *See* Doc. 200, PageID.11786-11825.

WHEREFORE, for these reasons and those set forth the accompanying Memorandum, Class Representatives respectfully move for an order consistent with the proposed Final Approval Order previously filed with the Court. Doc. 196-1, PageID.11679-11-694.

Dated: September 16, 2022

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CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of September, 2022, I electronically filed the foregoing Motion via CM/ECF system, which will send a notice of electronic filing to the following:

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