

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI, CENTRAL DIVISION

**A Class Action Settlement
Involving Liberty Mutual Homeowners Insurance
May Provide Payments to Those Who Qualify.**

- There is a class action about whether Liberty Mutual Fire Insurance Company (“Liberty”) improperly applied a deductible to actual cash value (“ACV”) payments when adjusting claims for losses to dwellings or other structures under homeowners insurance policies.
- You may qualify for a payment if you timely submit a valid claim form.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED	You get no payment. This is the only option that allows you to individually sue Liberty Mutual over the claims resolved by this settlement.
OBJECT	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING	Speak in Court about the settlement.
DO NOTHING	You get no payment. You give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and if any appeals are resolved in favor of the settlement, then money will be distributed to those who timely submit a valid claim form and qualify for payment. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 3

- 1. Why was this class notice issued?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a settlement?

WHO IS IN THE SETTLEMENTPAGES 3 - 4

- 5. How do I know if I am part of the settlement?
- 6. Are there exceptions to being included?
- 7. Understanding Class membership.
- 8. I'm still not sure I'm included.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE 4 - 5

- 9. How do I qualify for a payment?
- 10. How much will payments be?

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM PAGE 5

- 11. How can I get a payment?
- 12. When will I get my payment?
- 13. What am I giving up to get a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGES 5 - 6

- 14. How do I get out of the settlement?
- 15. If I don't exclude myself, can I sue Liberty for the same thing later?
- 16. If I exclude myself, can I get a payment from this settlement?

THE LAWYERS REPRESENTING YOU PAGE 6

- 17. Do I have a lawyer in this case?
- 18. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENTPAGES 6 - 7

- 19. How do I tell the Court if I don't agree with the settlement?
- 20. What's the difference between objecting and asking to be excluded?

THE COURT'S FINAL APPROVAL HEARING PAGE 7

- 21. When and where will the Court decide whether to approve the settlement?
- 22. Do I have to come to the hearing?
- 23. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

- 24. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 8

- 25. How do I get more information about the settlement?

BASIC INFORMATION

1. Why was this class notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about 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, payments will be made to those who qualify and timely submit a valid claim form. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

District Judge Nanette K. Laughrey in the United States District Court for the Western District of Missouri, Central Division is overseeing this class action. The case is known as *Jean Heckmann et al. v. Liberty Mutual Fire Insurance Company*, Case No. 2:14-CV-04147-NKL. The people who sued are called the “Plaintiffs,” and the company they sued is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit claims that Liberty improperly applied a deductible to ACV payments when adjusting some Missouri claims for losses or dwellings or other structures under homeowners insurance policies.

Liberty denies all allegations that it acted wrongfully or unlawfully, and there has been no final determination about who is right.

3. Why is this a class action?

In a class action, one or more people called a “Class Representative” (in this case Jean Heckmann, Eric LaFollette and Camille LaFollette) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

There has been no final determination in favor of the Plaintiffs or Liberty. 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 Liberty did anything wrong.

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the settlement?

The Class includes all persons who received an ACV payment, directly or indirectly, from Liberty Mutual Fire Insurance Company for physical loss or damage to their dwelling or other structures located in the state of Missouri arising under policy Form HO 03 (Edition 04 91) and endorsements, such payments arising from losses that occurred from April 8, 2004 to August 1, 2016, where a deductible was applied to the ACV payment for the person’s dwelling or other structure (Coverage A and/or B).

An “ACV payment” is a payment where the full cost to repair or replace your property was reduced for depreciation.

QUESTIONS? CALL 1 (877) 690-8231 TOLL FREE, OR VISIT WWW.HECKMANNSETTLEMENT.COM

6. Are there exceptions to being included?

Excluded from the Class are: (1) All persons who submitted a claim for and received a replacement cost payment from Liberty Mutual Fire Insurance Company under Coverage A and/or B; (2) All persons whose payment(s) plus the amount of any deductible applied was less than \$2,500; (3) All persons whose claim(s) were caused by earthquake; (4) Liberty Mutual Fire Insurance Company and its affiliates, officers, and directors; (5) Members of the judiciary and their staff to whom this action is assigned; and (6) Class Counsel.

7. Understanding Class membership.

This series of questions may help you determine if you are a Class Member. Please answer all of the questions in order:

Question	Yes	No
Did you have a loss or damage to your dwelling or other structures located in Missouri from April 8, 2004 to August 1, 2016?	Continue	You are not a Class Member.
Did your loss occur under a Liberty Mutual Fire Insurance Company homeowners policy Form HO 03 (Edition 04 91)?	Continue	You are not a Class Member.
Did you receive an ACV payment for your loss?	Continue	You are not a Class Member.
Was a deductible applied to your ACV payment?	Continue	You are not a Class Member.
Did you receive a replacement cost payment for any amount that was withheld as depreciation from your ACV payment?	You are not a Class Member.	You may be a Class Member (subject to certain additional exclusions).

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

If you are not sure whether you are included in the Class, you may call the toll free number 1 (877) 690-8231 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. How do I qualify for a payment?

To qualify for a payment you must have received an ACV payment from Liberty for damage to your dwelling or other structures located in Missouri for a loss that occurred from April 8, 2004 to August 1, 2016. Your loss must have fallen under homeowners policy Form HO 03 (Edition 04 91), and a deductible must have been applied to your ACV payment. If you are excluded from the Class for any of the reasons discussed in Question 6, you do not qualify for a payment. Additionally, you must timely submit a completed claim form.

10. How much will payments be?

Payments to eligible Class Members will depend on the type of claim and insurance policy documents they had. Eligible Class Members whose losses were caused by something other than wind or hail, or whose insurance policy did not include a wind and hail endorsement can receive up to 100% of the deductible applied to their claim. Eligible Class Members whose losses were caused by wind or hail and whose insurance policy included a wind and hail endorsement can

QUESTIONS? CALL 1 (877) 690-8231 TOLL FREE, OR VISIT WWW.HECKMANNSETTLEMENT.COM

receive up to 10% of the deductible applied to their claim. Payments may be reduced if the amount of eligible claim payments exceeds the amount available to pay such claims. Other limitations and exclusions may apply, as explained in the settlement stipulation.

The total amount available to pay all eligible Class Member claims, costs and expenses incurred by Class Counsel and fees to the Class Representatives is \$400,000.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

11. How can I get a payment?

To ask for a payment, you must complete and timely submit a claim form. A copy of the claim form should have been mailed to you with a notice. Mail your completed claim form to the Administrator, at the below address, postmarked no later than August 8, 2018.

Heckmann v. Liberty Mutual Settlement
c/o GCG
P.O. Box 10562
Dublin, OH 43017-7262

You may obtain a claim form by calling the Administrator at 1 (877) 690-8231.

12. 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 payments will be mailed to eligible Class Members after the claims administration process is completed. This process can take time, so please be patient.

13. 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 individually sue Liberty and the Released Persons over the claims settled 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, you will agree to “release and discharge” all “Released Persons” of all “Released Claims.” “Released Claims” and “Released Persons” are defined in the Settlement Agreement, which you can view at www.HeckmannSettlement.com, or request a copy by calling 1 (877) 690-8231.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, and/or if you want to keep the right to individually sue Liberty about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from or “opting out” of the Class.

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Heckmann et al. v. Liberty*. You must include your full name, address, and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked by August 6, 2018 to:

Heckmann v. Liberty Mutual Settlement
c/o GCG
P.O. Box 10562
Dublin, OH 43017-7262

QUESTIONS? CALL 1 (877) 690-8231 TOLL FREE, OR VISIT WWW.HECKMANNSETTLEMENT.COM

You can't exclude yourself on the phone, by email, or at the website.

15. If I don't exclude myself, can I sue Liberty for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Liberty for the claims that this settlement resolves. You must exclude yourself from this Class to individually sue Liberty over the claims resolved by this settlement.

16. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not receive a payment from this settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed the law firms of Nelson, Terry, Morton, DeWitt & Paruolo (Edmond, Oklahoma), Steelman, Gaunt & Horsefield (Rolla, Missouri), and Hearne & Pivac (Springfield, Missouri) to represent you and other Class Members as "Class Counsel." You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and potentially have that lawyer appear in court for you in this case, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel are not asking for any attorneys' fees in this case. Class Counsel will ask the Court for up to \$240,000 for reimbursement of a portion of their expenses. Class Counsel will also ask that Jean Heckmann receive \$5,000 and Eric and Camille LaFollette receive \$5,000 jointly as fees for serving as Class Representatives and representing the Class. Liberty has agreed not to oppose the request for expenses and Class Representative fees up to the amounts above. The Court may award less than these amounts. Amounts awarded for reimbursement of expenses to Class Counsel up to \$240,000 and as Class Representative Fees up to \$10,000 will reduce the settlement fund of \$400,000 that is available for payment of eligible claims.

If any amount remains in the settlement fund following payment of eligible Class Member claims, Class Counsels' request for \$240,000 in expenses and Class Representative fees, Class Counsel may ask the Court for payment of additional expenses they incur above \$240,000.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

19. How do I tell the Court if I don't agree with the settlement?

If you don't want the Court to approve the settlement, you must file a written objection in the case with the Court and send a copy to the Administrator by the deadline noted below. You must include the name of the case (*Heckmann et al. v. Liberty Mutual Fire Insurance Company*), and case number (No. 2:14-CV-04147-NKL), your full name, contact information, 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 are represented by an attorney, you must also provide the full name, address, bar number, and telephone number of your attorney.

You or your lawyer may appear at the Final Approval Hearing if you have filed a written objection as provided above.

File the written objection with the Clerk of the Court at the address below by August 6, 2018. Note: You may send it by mail, but it must be received and filed by the Clerk by this date.	Mail a copy of the objection to the Administrator at the following address so that it is postmarked by August 6, 2018.
Court	Administrator
Court Clerk Christopher S. Bond Court House 80 Lafayette Street Jefferson City, MO 65101	Heckmann v. Liberty Mutual Settlement c/o GCG P.O. Box 10562 Dublin, OH 43017-7262

20. What's 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 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 10:00 a.m., on August 24, 2018, at the United States District Court for the Western District of Missouri, Central Division, Jefferson City, Missouri. Check the settlement website to make sure the Final Approval Hearing hasn't been rescheduled.

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 may listen to people who wish to speak about an objection. The Court may also decide how much to award Class Counsel for expenses incurred for representing the Class and whether and how much to award the Class Representatives for representing the Class. 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?

You are not required to attend, and Class Counsel will answer any questions that the Court may have. If you wish to attend the hearing, 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 Final Approval Hearing if you exclude yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you'll get no payment from the settlement. But, unless you exclude yourself from the settlement, you won't be able to individually sue Liberty for the claims resolved in this case.

GETTING MORE INFORMATION

25. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. If you have questions or you want to request a copy of the Settlement Agreement, visit www.HeckmannSettlement.com or call 1 (877) 690-8231.

PLEASE DO NOT CALL OR WRITE THE COURT, THE JUDGE OR HER STAFF, OR LIBERTY OR ITS COUNSEL FOR INFORMATION OF ADVICE ABOUT THE SETTLEMENT.