

CIRCUIT COURT OF THE STATE OF MISSOURI, COUNTY OF JACKSON

IF YOU MADE A CLAIM FOR VEHICLE REPAIRS BETWEEN MAY 11, 1990 AND DECEMBER 1, 2004 UNDER AN AMERICAN FAMILY MUTUAL INSURANCE COMPANY AUTOMOBILE POLICY ISSUED IN MISSOURI AND RECEIVED PAYMENT BASED ON AN ESTIMATE WHICH INCLUDED NON-OEM PARTS AND/OR DID NOT PROVIDE FOR CERTAIN REPAIRS TO YOUR VEHICLE, THEN YOU ARE A CLASS MEMBER.

IF YOU RECEIVED PAYMENT FOR A TOTAL LOSS, YOU ARE NOT PART OF THE CLASS.

THE CLASS DEFINITION MAY BE REFINED OR NARROWED IN THE COURSE OF THE LITIGATION BY COURT ORDER.

*A Missouri Court authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.*

YOUR LEGAL RIGHTS AND OPTIONS:

WHAT IS THIS?	The Circuit Court has certified a lawsuit as a class action. This lawsuit alleges American Family pays less than required to repair its insureds' damaged vehicles in two ways: (1) paying for allegedly inferior Non-OEM (Non-Original Equipment Manufacturer) Crash Parts; and (2) using an estimating software program that allegedly systematically omits payment for certain repairs.
AM I A CLASS MEMBER?	If you meet the definition of the Class below, you are a member of the Class and have certain legal rights.
HOW DO I REMAIN A MEMBER OF THE CLASS?	If you wish to remain in the Class, you do not have to do anything at this time.
CAN I EXCLUDE MYSELF?	If you do not wish to remain in the Class, you may exclude yourself by following the procedure described below.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

QUESTIONS? VISIT WWW.MISSOURIAUTOINSURANCELITIGATION.COM

1. What is this lawsuit about?

Plaintiffs (those bringing this suit) claim that American Family pays less than required under its policies to repair its insureds' vehicles in connection with covered claims. Plaintiffs allege this happens in two ways: (1) paying for allegedly inferior Non-OEM (Non-Original Equipment Manufacturer) Crash Parts; and (2) using an estimating software program that allegedly systematically omits payment for certain repairs. Plaintiffs allege that American Family breaches its policy contracts with members of the Class when it pays claims based on repair estimates that specify non-OEM parts and fail to include specific repairs. Plaintiffs seek legal damages and injunctive relief against American Family for Class members. American Family denies Plaintiffs' allegations.

Non-OEM Crash Parts

Non-OEM Crash Parts are auto parts not manufactured by or for a vehicle's original equipment manufacturer. The Non-OEM Crash Parts involved in this case are: fenders, hoods, doors, deck lids, quarter panels, rear outer panels, front end panels, header panels, filler panels, door shells, pickup truck beds, box sides and tail gates, radiator and grill support panels, grilles, head and tail lamp mounting panels/brackets/housing/lenses, doors, bumpers (excluding chrome), bumper covers/face bars, and bumper brackets/supports.

Omitted Repairs

The Omitted Repairs involved in this case are: seat belt check, rust proofing, weld through primer, undercoating, flex additive, masking inner surfaces, front wheel alignment, four wheel alignment, aim lamps and replace EPA label.

The Court has made no determination of the merits of Plaintiffs' or Defendant's case. American Family asserts numerous facts and defenses to Plaintiffs' claims including, but not limited to, the following:

1. American Family contends that its insurance policies do not require that OEM crash parts be used for all repairs and in all circumstances as claimed by Plaintiffs.
2. American Family contends that it complies with a 1987 Missouri Department of Insurance Rule that authorizes automobile insurers to specify Non-OEM crash parts for the repair of a vehicle so long as the specified parts are of like kind and quality to the parts being replaced as they actually existed just prior to the accident.
3. In addition to meeting the requirements of the above Rule, American Family contends that it guarantees that its insureds will be satisfied with the fit, finish and corrosion resistance of all Non-OEM crash parts it specifies.
4. American Family contends that the so-called omitted repairs were not omitted by body shops or by American Family in preparing estimates or were not necessary to repair the vehicle to its pre-loss condition.
5. American Family contends that its obligation under Missouri law is to pay for a repair that will return the damaged vehicle to the condition it was in just prior to the accident, but that Plaintiffs insist that the condition of insured vehicles prior to the accident or after the repair is irrelevant.
6. American Family contends that Plaintiffs depend on the contention that all Non-OEM crash parts are inferior to all OEM crash parts and are always incapable of repairing any vehicle to pre-accident condition.

2. Who is included in the Class?

You are a Class member if you received a repair estimate specifying any of the Non-OEM Crash Parts listed above. You are a Class member if you received a repair estimate that fails to include any of the Omitted Repairs listed above.

You are a Class member only if you received a repair estimate under your own American Family insurance policy issued in Missouri. You are not a Class member if: (1) you were paid for a total loss of your vehicle; or (2) your vehicle damage claim only included a claim for glass repairs; or (3) you are not an American Family insured even if your vehicle repairs were paid for by American Family after an accident caused by an American Family insured. You are also not a Class member if you are a director, officer, agent and/or employee of American Family or if you have a claim in excess of \$75,000.

3. Who represents my interests in these lawsuits?

The Court has designated the Plaintiffs who brought this action as Class Representatives. Plaintiffs' Counsel, including those listed below, are the lawyers for the Class. If you decide to remain a member of the Class, these Class Representatives and these lawyers will act as your representatives and lawyers for this lawsuit against the Defendant.

4. Do I have to pay money to remain in the Class?

You will not be personally responsible for any costs or attorneys' fees incurred in this lawsuit. If the Court orders a judgment in favor of the Class or if a class-wide settlement is obtained, the lawyers for the Class will request that the Court award attorneys' fees and reimbursement of costs, which may be paid out of any funds recovered on behalf of the Class.

5. If I remain in the Class, what are my choices?

You have a choice as to whether or not to remain a member of the Class.

By remaining a Class member, you will be bound by any judgment benefitting or adverse to the Class concerning breach of contract claims based on receipt of an estimate calling for use of non-OEM parts and/or that did not provide for one or more of the ten enumerated Omitted Repairs, and you may not maintain a separate lawsuit concerning such claims. If you remain a member of the Class, you will have your claim for money and other relief decided in this lawsuit and receive your portion, if any, of a judgment in favor of the Class.

If you want to remain a member of the Class, but you do not wish to be represented by the Class Representatives and their Counsel, you may enter an appearance through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Court. You will remain a Class member with representation by your own attorney and you will be responsible for the fees and costs of your attorney.

6. I do not want to be a member of the Class. How do I exclude myself from the Class?

If you do not wish to be a member of the Class, you may exclude yourself. In order to exclude yourself from the Class, you must notify Class Counsel at the address identified below *in writing no later than January 16, 2006*.

Your Request for Exclusion *must* contain: (1) the name of this lawsuit; (2) your full name and current address; (3) your signature; and (4) a statement of intention to exclude yourself from this lawsuit such as "I wish to be excluded from the Class."

Requests for Exclusion *must be postmarked no later than January 16, 2006* and sent to the address listed below:

Class Counsel
c/o American Family Auto
Class Action Information Center
P.O. Box 24691
West Palm Beach, FL 33416

If you elect to be excluded from the Class, you will not be bound by any settlement or judgment concerning breach of contract claims based on receipt of an estimate calling for the use of non-OEM parts and/or that did not provide for one or more of the ten enumerated Omitted Repairs. You will not share in any recovery as a result of a judgment in favor of Plaintiffs; nor will you be bound by any judgment in favor of Defendant. You may, at your own expense, proceed individually against Defendant and others, subject to any applicable defenses, including statute of limitations.

7. Additional Information

All references in this Notice to pleadings and Court orders are only summaries. Complete copies of the pleadings, orders and other documents filed in this litigation may be examined and copied at any time during regular office hours at the Office of the Clerk of the Court, Circuit Court of Missouri, Jackson County, 415 East 12th Street, Kansas City, Missouri 64106. The case is *Smith v. American Family Mutual Automobile Insurance Co.*, No. 00-CV-211554.

Certain documents and other information are also available on the Internet at www.MissouriAutoInsuranceLitigation.com.

If you have any questions concerning any matter raised in this Notice, or wish to provide us with your current name or address, please visit the website or write to any of the attorneys identified below, who are designated as Class Counsel:

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Attorneys for the Class

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: October 17, 2005

BY ORDER OF THE CIRCUIT COURT
STATE OF MISSOURI, COUNTY OF JACKSON

American Family Auto
Class Action Information Center
P.O. Box 24691
West Palm Beach, FL 33416

IMPORTANT COURT DOCUMENTS