

AUG 29 2011

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
JONESBORO DIVISION**

JAMES W. McCORMACK, CLERK
By: J. Davis DEP. CLERK

*GREGORY ALLEN DANIELS AND
NIKKI RAE DANIELS*

PLAINTIFF

VS.

NO. 3:10cv00297 JLH

STATE FARM FIRE & CASUALTY COMPANY

DEFENDANT

CONSENT ORDER OF DISMISSAL

On this day, this matter comes on for hearing with the parties appearing by their attorneys announcing that all matters in dispute in this case have been settled and that this case should be dismissed. It appearing to the Court that the parties have consented to the entry of this Order, the Court hereby FINDS AND ORDERS the following:

1. This Court has jurisdiction over the parties and subject matter herein and venue is proper.
2. Pursuant to the stipulation of the parties, the Court hereby FINDS, ORDERS, AND ADJUDGES that all claims, demands, and causes of action which were asserted or might have been asserted by the Plaintiffs, Gregory Allen Daniels and Nikki Rae Daniels, against the Defendant, State Farm Fire & Casualty Company, for personal property damages, including replacement costs, under Coverage B of the policy, and all claims for loss of use, including additional living expenses under Coverage C of the policy, arising out of any event occurring prior to the date of the entry of this Order should be and the same are hereby dismissed with prejudice.
3. Pursuant to the stipulation of the parties, the Court hereby FINDS AND ORDERS that, prior to the date of the filing of this action, State Farm paid to the Plaintiffs and their mortgage company the sum of One Hundred Twelve Thousand One Hundred Twenty-three and 05/100 Dollars

(\$112,123.05), representing the agreed actual cash value of the dwelling damaged in the fire, which occurred on or about April 20, 2010, but that the residence has not yet been rebuilt with similar construction. Accordingly, pursuant to the stipulation of the parties, the Court finds that the agreed dismissal of Plaintiffs' claims as to Coverages B and C, as set forth above, shall not operate as a dismissal with prejudice as to any future claim Plaintiffs may hereafter assert against State Farm Fire & Casualty Company, and shall not prejudice the right of State Farm Fire & Casualty Company to raise any defense or make any claim against Plaintiffs with regard to any remaining benefits which may be payable under Coverage A of the policy with regard to replacement cost.

4. Pursuant to the stipulation of the parties, it is the intention of both the Court and the parties that the entry of this Order shall operate to forever bar Plaintiffs from making any claim against State Farm Fire & Casualty Company under Coverages B and C of the policy, which is the subject matter of this action, but shall not operate to bar Plaintiffs from making any claim against State Farm under Coverage A of the Policy, nor shall it operate to bar State Farm from asserting any defenses or making any claims against Plaintiffs under Coverage A of the subject policy.

5. Pursuant to the stipulation of the parties, the Court hereby FINDS AND ORDERS that each party shall be responsible for payment of the attorney fees and court costs incurred by that party prior to the date of the entry of this Order.

IT IS SO CONSIDERED, ORDERED, AND ADJUDGED this 29th day of August 2011.



James Leon Holmes, Judge
United States District Court

APPROVED AS TO FORM AND CONTENT:

BRANCH, THOMPSON, WARMATH
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