

Susan Hicks and Don Williams, Plaintiffs-Appellees, v. State Farm Fire & Casualty Company, Defendant-Appellant.

Year: 2018

Court: U.S. Court of Appeal, 6th Circuit

Case Number: Case No. 18-5104

This amicus brief discusses the wrongful depreciation of labor, an insurer strategy to minimize benefit payments after a loss. An insurance contract must receive a reasonable interpretation consistent with the parties' expression in the language of the contract. Depreciation is the reduction of tangible property and labor is not a physical thing that can deteriorate, it is work of any type. If an insurer depreciates the cost of labor, the policyholder will not be made whole, and it will frustrate the indemnity purpose of actual cash value coverage.

This brief was prepared pro bono by William F. Merlin, Jr. Esq. , Shane Smith, Merlin Law Group

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