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**THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ROGER HARRIS, DUANE BROWN, AND  
BRIAN LINDSEY,

Plaintiffs,

v.

FARMERS INSURANCE EXCHANGE AND  
MID CENTURY INSURANCE COMPANY,

Defendants.

Case No. BC579498

*[Assigned to the Hon. Maren Nelson in Dept. 17  
of Spring Street Courthouse]*

**[PROPOSED] JUDGMENT**

Complaint filed: April 22, 2015  
Trial date: None set

Pursuant to the Final Approval Order entered in this matter on this date,

**IT IS ORDERED, ADJUDGED AND DECREED** that:

1. All terms used herein shall have the same meaning as defined in the Second Amended Settlement Agreement (“Settlement Agreement”).

2. “Claimants” means those Settlement Class Members who have not timely elected to be excluded from the Settlement Class.

3. Pursuant to California Rule of Court 3.769(h), jurisdiction is hereby reserved by this Court to assure compliance with all terms of this Settlement, in accordance with the Settlement Agreement and the Final Approval Order. Specifically, without affecting the finality of the Court’s Final Approval Order or this Final Judgment in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement pursuant to further order of the Court until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the Parties shall have been performed pursuant to the Settlement Agreement; (b) any other action necessary to conclude this Settlement and to implement the Settlement Agreement; and (c) the construction and interpretation of the Settlement Agreement.

4. All Claimants and all Released Claims are covered by and included within the Settlement and this Final Judgment.

5. The Court finally approves the Settlement of this Action in accordance with the terms of the Agreement and, having considered the matters required under applicable law including the provisions of California Code of Civil Procedure § 382, finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class members, especially in light of the fact that Plaintiffs and the Settlement Class, by and through their counsel, have investigated the facts and law relating to the matters alleged in the Complaint (including the First and Second Amended Complaints), including through motion practice, legal research as to the sufficiency of the claims, an evaluation of the risks associated with continued litigation, trial, and/or appeal, including risks associated with proceedings before the Department of Insurance, and extensive discovery. The Settlement was reached as a result of arm’s length negotiations between

1 Class Counsel and counsel for Farmers. Moreover, the Settlement confers substantial benefits, in  
2 the form of monetary and injunctive relief, upon the Settlement Class, without the costs,  
3 uncertainties, delays, and other risks associated with continued litigation, trial, and/or appeal. In  
4 finding the Settlement fair, reasonable, and adequate, the Court has also considered the number of  
5 exclusions from the Settlement, objections by Settlement Class Members, and the opinion of  
6 competent counsel concerning such matters. The objections by six of the Settlement Class  
7 Members are without merit and are overruled and denied in all respects.

8           6.       Distribution of Notice directed to the Settlement Class Members as set forth in the  
9 Settlement has been completed in conformity with the Preliminary Approval Order, including  
10 individual notice to all Settlement Class members who could be identified through reasonable  
11 effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9%  
12 of all Settlement Class Members, provided due and adequate notice of the proceedings and of the  
13 matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and  
14 the Notice and its distribution fully satisfied the requirements of due process.

15           7.       The Court hereby approves the Settlement Amount of \$15,000,000 (non-  
16 reversionary) and directs the Parties to effectuate the Settlement and make payment to Settlement  
17 Class Members according to the Settlement's terms as set forth in the Court's Final Approval  
18 Order.

19           8.       The Court dismisses the Second Amended Complaint and all claims and causes of  
20 action asserted therein with prejudice. These dismissals are without costs to any party, except as  
21 specifically provided in the Settlement and the Court's Final Approval Order.

22           9.       This Court has finally certified, for settlement purposes only, under California Rule  
23 of Court 3.769(d), a Settlement Class that is defined as follows:

- 24           a. All Policy Holders of Defendants Farmers Insurance Exchange ("FIE") and Mid  
25 Century Insurance Company ("MCA") who: (1) had 9 or more years of  
26 tenure/persistency as a FIE and/or MCA policyholder as of August 18, 2015 or  
27 who reached 9 or more years of tenure/persistency as a FIE and/or MCA  
28 policyholder on or before March 31, 2017, and (2) were FIE and/or MCA

1 policyholders of Defendants at any time during the period extending from  
2 August 18, 2015 through March 31, 2017.

3 b. Excluded from the Settlement Class are (a) officers, directors, and employees of  
4 any member of the Farmers Insurance Group of Companies; (b) the judge  
5 overseeing the proposed settlement and the judge’s immediate family and (c) all  
6 Policy Holders who make a timely election to be excluded.

7 10. The Settlement Class members listed on Exhibit 1 to this Final Judgment have  
8 properly and timely opted-out of the Settlement and are therefore not bound by the Settlement,  
9 Releases, Final Approval Order or Final Judgment. As of the Effective Date, Plaintiffs and each  
10 Settlement Class Member, each on behalf of itself and on behalf of its respective heirs, assigns,  
11 beneficiaries, and successors (“Releasing Parties”), shall automatically be deemed to have fully and  
12 irrevocably released and forever discharged Farmers and each of its present and former parents,  
13 subsidiaries, divisions, affiliates, predecessors, and assigns, and the present and former directors,  
14 officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives,  
15 partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers,  
16 predecessors, successors and assigns of each of them (“Released Parties”), of and from any claims  
17 that were or could have been alleged based on the facts pleaded in the First Amended Complaint  
18 dated October 29, 2015 and/or any subsequent amended complaint filed in conjunction with the  
19 Court’s approval of the Settlement (“Released Claims”).

20 11. The Court finds and orders that the Settlement is and constitutes a fair, reasonable  
21 and adequate compromise of the Released Claims.

22 12. The Court hereby confirms Plaintiffs Roger Harris, Duane Brown, and Brian  
23 Lindsey as Class Representatives.

24 13. The Court hereby confirms Mehri & Skalet PLLC; Tycko & Zavareei LLP; and  
25 Berger Montague, PC as Class Counsel.

26 14. The Court hereby awards \$573,000 to Epiq Systems, Inc. as Settlement  
27 Administrator for the costs of providing notice and administering the Settlement;

28 15. The Court hereby approves and orders Service Awards to Plaintiffs Roger Harris,

1 Duane Brown, and Brian Lindsey in the amount of \$15,000 (\$5,000 each) from the Settlement  
2 Amount for their efforts on behalf of the Settlement Class, based on a finding that such amounts  
3 represent an appropriate payment for their service to the Settlement Class;

4 16. Pursuant to the terms of the Settlement, and as set forth in the Court's Order  
5 Granting Motion for Final Approval of Class Action Settlement, the Court hereby awards Class  
6 Counsel attorneys' fees in the amount of \$4,950,000, and attorneys' costs in the amount of  
7 \$233,877.81, from the Settlement Amount as final payment for and complete satisfaction of any  
8 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or  
9 entity related to the present lawsuit (the "Fee & Expense Award"). The Court finds the requested  
10 Fee & Expense Award appropriate because:

- 11 a. The Settlement provides substantial benefits for Settlement Class Members,  
12 including monetary and injunctive relief;
- 13 b. The requested award of thirty-three percent (33%) of the Settlement Fund  
14 fairly and reasonably compensates Class Counsel. It is also consistent with  
15 fees awarded by California courts in common fund class actions. A lodestar  
16 cross-check confirms the appropriateness of awarding thirty-three percent of  
17 the Settlement Fund as the award results in a less than 1.2 lodestar  
18 multiplier, which is well within the range generally approved in California;
- 19 c. The quality of legal services provided by Class Counsel has been  
20 outstanding, in light of the Settlement itself, the complexity of the litigation,  
21 and the efficient litigation and settlement by attorneys with experience in  
22 litigating class actions and insurance matters;
- 23 d. Class Counsel has taken considerable risks in pursuing this litigation;
- 24 e. By receiving payment from the Settlement Amount, Class Counsel's  
25 interests were fully aligned, during the settlement negotiation process, with  
26 those members of the Settlement Class, such that Class Counsel had  
27 appropriate incentives to maximize the size of the Settlement Amount;
- 28 f. The expenses incurred by Class Counsel are unreimbursed out-of-pocket

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expenses and costs that were incurred in prosecution of the claims and in obtaining a settlement, and are therefore reasonable litigation expenses.

17. The Court further orders that the Fee and Expense Award set forth in the preceding Paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or made payable to Mehri & Skalet PLLC; Tycko & Zavareei LLP; and Berger Montague, PC as Class Counsel in this lawsuit. Distribution of the Fee & Expense Award among Class Counsel will be at the sole discretion of and as agreed to by Class Counsel.

18. The Court also hereby finds that the six objections raised to the Settlement are without merit for the reasons stated in the Court's Final Approval Order.

19. This Final Judgment and the accompanying Final Approval Order are not a finding or determination of any wrongdoing by Farmers.

20. The Court finds that no just reason exists for delay in entering this Final Judgment and, accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment.

**IT IS SO ORDERED, ADJUDGED AND DECREED**

Date:

\_\_\_\_\_  
HON. MAREN E. NELSON  
Judge of the Superior Court

# **EXHIBIT 1**



## Harris v. Farmers Insurance

### Opt Out Report

Opt Out Number	Tracking Number	Name
1	38253	VIRGINIA PAKIN
2	71490	VLADIMIR SKOROBURKH
3	115592	JANICE COX
4	238887	GAYLE NANCE
5	385384	GERRI GUARDUCCI
6	242689	LANCE LONGAKER
7	493759	RAJAN YADAV
8	263354	PATRICIA RODRIGUEZ
9	176575	ANTHONY HOLOCHWOST
10	40917	JANET NIELSEN
11	300508	CHARLES DEWBERRY
12	42489	BILLIE DEWBERRY
13	460923	SANTIAGO FERNANDEZ GOMEZ
14	158718	CAROL SUSAN SMITH-DUPREE
15	136791	ANNE NOVOTNY
16	259091	WILLIAM TINCHER
17	133540	MARCUS SMITH
18	329675	ROBERT FRAGA
19	413467	WILLIAM RAMAGE
20	27879	ELMER PLATT
21	154638	ELISABETH LUTZ
22	12615	ROBERT HAGGERTY
23	95647	ARLENE FORREST
24	46380	MICHAEL MCCONEGHY JR
25	433915	VIRGINIA PARKER
26	372209	ALFRED WILCOX
27	57392	BONNIE HADDAD
28	172941	CHRISTINE WALKER
29	479070	LIONEL PARRIERA
30	433285	DAN WILSON
31	222308	MARK MUNOZ
32	24525	HARRY BERGHOLZ JR
33	137801	GERALD WIRTZ
34	127942	JOHN PINNIX
35	370742	EDWARD A SOUTHERN
36	370898	LINDA L CHAO
37	92230	MARJORIE A LULAY
38	182224	MARK DZANDZARA
39	154974	PHYLLIS CHURCH
40	499166	ROBIN SUE BROOKSBY
41	560009	GAYLE GRAY



42	201695	CYNTHIA ORTEGA
43	186871	RICHARD ORTEGA
44	331326	DIANE RABURN
45	125973	MICHAEL VINCENT LATINO
46	252555	LYDIA RENTERIA
47	558114	ROBERT JEVAS
48	147997	SUSANA A TANJUAQUIO
49	484918	FELOMINO V CANEZA
50	125176	MICHAEL BLAZAK
51	177024	GEORGE DAVIS
52	4732	JAMES EMERINE
53	308331	JOHN DOHERTY
54	1447	ELIZABETH LOUISE FRITZ
55	270985	GUAN MING SU
56	442675	TIM JOHN
57	254737	SANDRA SCHIELKE
58	609083	LINDA DAVIS
59	609082	LODIGARIO TANJUAQUIO
60	368131	DARRIN BROWN
61	355004	ALICE GUNNELL
62	84499	VIOLA LINDSEY
63	609330	JANEENE HERCHOLD
64	13437	DONAL MEEHAN
65	209537	LINDA ZAUSEN
66	609303	FRANCES PARRIERA
67	288263	CLAUDE LANG
68	297907	RONNIE MOLEK
69	146996	TERESA HERCHOLD
70	609366	DYANNE FRAGA
71	609367	LINDA PLATT
72	542965	JACK FARRELL
73	609368	YVONNE WILCOX
74	577740	KATHLEEN CASEY
75	261609	REX ROSS
76	32641	BYRON SHAW
77	404887	HELEN ZADA
78	481593	STEVE SIMPSON
79	609413	DARLENE JOYCE REEDER
80	417764	KATHLEEN WESTENBERG
81	7450	DEBORAH DUNHAM
82	128149	THOMAS JORDAN



**SERVICE LIST**

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