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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROGER HARRIS, DUANE BROWN, AND
BRIAN LINDSEY.

Plaintiffs,

VS

FARMERS INSURANCE EXCHANGE
AND MID CENTURY INSURANCE
COMPANY.

Defendants.

Case No. BC 579498

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

**DECLARATION OF CAMERON R.
AZARI, ESQ. ON IMPLEMENTATION
AND ADEQUACY OF SETTLEMENT
NOTICE PLAN**

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

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26 DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT
NOTICE PLAN
27

1 I, Cameron Azari, declare as follows:

2 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set
3 forth herein, and I believe them to be true and correct.

4 2. I am a nationally recognized expert in the field of legal notice and I have served as
5 an expert in dozens of federal and state cases involving class action notice plans.

6 3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that
7 specializes in designing, developing, analyzing and implementing large-scale legal notification
8 plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

9 4. This declaration will describe the implementation of the Settlement Notice Plan
10 (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) for the Settlement in *Harris*
11 *et al. v. Farmers Insurance Exchange, et al.* in the Superior Court of the State of California,
12 County of Los Angeles, Case No. BC 579498. I previously executed my “*Declaration of*
13 *Cameron R. Azari, Esq. on Settlement Notice Plan,*” executed on October 4, 2019, in which I
14 detailed Hilsoft’s class action notice experience and attached Hilsoft’s *curriculum vitae*. I also
15 provided my educational and professional experience relating to class actions and my ability to
16 render opinions on overall adequacy of notice programs. Subsequently, in my “*Supplemental*
17 *Declaration of Cameron R. Azari, Esq. on Settlement Notice Plan,*” executed on November 20,
18 2019, I provided additional information to address questions from the Court regarding the Notice
19 Plan. Most recently, I executed my “*Second Supplemental Declaration of Cameron R. Azari,*
20 *Esq. on Settlement Notice Plan,*” executed on December 19, 2019, which addressed additional
21 questions and suggestions from the Court regarding the Notice Plan.

22 **OVERVIEW**

23 5. On January 7, 2020, the Court appointed Epiq as the Settlement Administrator and
24 approved the Notice Plan as designed by Hilsoft in the *Order Granting Motion for Preliminary*

1 *Approval of Class Action Settlement* (“Preliminary Approval Order”). In the Preliminary
2 Approval Order, the Court certified the following Settlement Class:

All Policy Holders of Defendants Farmers Insurance Exchange (“FIE”) and Mid Century Insurance Company (“MCA”) who: (1) had 9 or more years of tenure/persistency as a FIE and/or MCA policyholder as of August 18, 2015 or who reached 9 or more years of tenure/persistency as a FIE and/or MCA policyholder on or before March 31, 2017, and (2) were FIE and/or MCA policyholders of Defendants at any time during the period extending from August 18, 2015 through March 31, 2017. Excluded from the Settlement Class are (a) officers, directors, and employees of any member of the Farmers Insurance Group of Companies; (b) the judge overseeing the proposed settlement and the judge’s immediate family and (c) all Policy Holders who make a timely election to be excluded.

9 6. After the Court's Preliminary Approval Order was entered, Hilsoft and Epiq began
10 to implement the Notice Program. This declaration will detail the notice activities undertaken
11 and explain how and why the Notice Plan was comprehensive and well-suited to the Settlement
12 Class. This declaration will also discuss the administration activity to date. The facts in this
13 declaration are based on what I personally know, as well as information provided to me in the
14 ordinary course of my business by my colleagues from Hilsoft and Epiq.

NOTICE PLAN SUMMARY

16 7. On December 9, 2019, Farmers provided to Epiq one data file, which contained
17 contact information (in the form of email and/or physical mailing addresses) for virtually all
18 Settlement Class Members. The file contained 608,917 records (248,379 records with email
19 addresses, 360,533 records with physical mailing addresses and no email addresses, and five
20 records with no email or mailing addresses). The Settlement Class Member data was used to
21 provide individual notice. An Email Notice was sent to Settlement Class Members with a valid
22 email address and a Long-Form Notice was sent via United States Postal Services (“USPS”) first
23 class mail to Settlement Class Members without a valid email address and for those with an
24 undeliverable email after several attempts. Notice was sent to all 608,912 Settlement Class
25 Members with an available email or mailing address, 74 of which submitted a request for

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

exclusion from the Settlement, which resulted in a final Settlement Class of 608,843 (including the five Settlement Class Members without an available email or mailing address).

8. The individual notice effort of the Notice Plan reached approximately 99% of identified Settlement Class Members. This reach of the Notice Plan is consistent with other court-approved notice programs, and was designed to meet due process requirements. The reach was further enhanced by a local newspaper effort, banner notices, sponsored search listings and a Settlement Website. The media supplemented the individual notice effort to help reach those few Settlement Class Members for whom the notice was undeliverable. In my opinion, notice via individual notice and supplemental notice via media to reach the Settlement Class satisfied the requirements of due process, including its “desire to actually inform” requirement.¹

Individual Notice – Email Notices

9. On February 17, 2020, Epiq sent an Email Notice to 248,379 Settlement Class Members (all potential Settlement Class Members with a facially valid email address). The Email Notice used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Email Notice was transmitted with a unique message identifier. The Email Notice included an embedded link to the Settlement Website. By clicking the link, recipients were able to easily access the Long-Form Notice, the Settlement Agreement, and other information about the Settlement. A tagline was included on the Email Notice, in Spanish, that let the recipient know

¹ “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

that a Spanish language version of the Long-Form Notice is available at the Settlement Website. A copy of the Email Notice is included as **Attachment 1**.

10. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable, at least two additional attempts were made to deliver the Notice by email. After completion of the Email Notice effort, 30,929 Email Notices remained undeliverable.

Individual Notice – Mail Notice

11. On February 17, 2020, Epiq sent 360,533 Long-Form Notices via USPS first class mail, to all Settlement Class Member records with an associated physical address and no valid email address. On February 28, 2020, Epiq sent 30,929 Long-Form Notices via USPS first class mail to all Settlement Class Members who were sent an Email Notice that was returned at undeliverable. The Long-Form Notice included a tagline in Spanish that a Spanish version of the Long-Form Notice is available at the Settlement Website.

12. Prior to mailing, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS. In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

13. The USPS automatically forwards Long-Form Notices with an available forwarding address order that has not expired (“Postal Forwards”). Undeliverable Long-Form Notices are returned to a post office box maintained by Epiq. Where Long-Form Notices are returned as undeliverable, Epiq re-mails the Long-Form Notice to any new address available from the USPS (for example, to the address provided by the USPS on returned pieces for which the automatic

1 forwarding order has expired, but which is still during the period in which the USPS returns the
2 piece with the address indicated). Epiq also obtains better addresses by using a third-party
3 lookup service. Upon successfully locating better addresses, Long-Form Notices are promptly
4 re-mailed.

5 14. As of May 12, 2020, Epiq has received 1,403 undeliverable Long-Form Notices and
6 re-mailed 787 Long-Form Notices for those addresses where a forwarding address was provided
7 or address research identified a new address. Address updating and re-mailing for undeliverable
8 Long-Form Notices is ongoing.

9 15. As of May 19, 2020, Epiq has sent Notices, via email and/or mail to 608,912
10 Settlement Class Members. As of May 19, 2020, Notice remains undeliverable to just 606
11 Settlement Class Members. In my experience, this approximate 99.9% deliverable rate exceeds
12 the expected range and is indicative of the extensive address updating and re-mailing protocols
13 used.

14 16. Additionally, a Long-Form Notice has been sent to all persons who request one via
15 the toll-free telephone number or by mail. As of May 19, 2020, 490 Long-Form Notices have
16 been mailed as a result of such requests. The Long-Form Notice in English or Spanish is also
17 available to download or print at the website. A copy of the Long-Form Notices (English and
18 Spanish) are included as **Attachment 2**.

Local Newspapers

20 17. The Notice Plan included highly visible notice placements in seven select California
21 newspapers, *Los Angeles Times*, *East Bay Times/Mercury News*, *Sacramento Bee*, *San Diego*
22 *Union-Tribune*, *San Francisco Chronicle*, *Redding Record Searchlight* and the *Las Vegas Review*
23 *Journal* (which has circulation in Eastern California). The Publication Notice appeared once as
24 a 1/8-page ad unit in the weekday edition of the seven newspapers. Details on the seven
25 newspapers is included in the following table.

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

	Local Newspapers	Circulation	Frequency	Run Date	Page Number
1	<i>Los Angeles Times</i>	408,580	1x Weekday	2/21/2020	A9
2	<i>East Bay Times/Mercury News</i>	108,495	1x Weekday	2/21/2020	B5
3	<i>Sacramento Bee</i>	117,068	1x Weekday	2/21/2020	12A
4	<i>San Diego Union-Tribune</i>	135,194	1x Weekday	2/21/2020	A12
5	<i>San Francisco Chronicle</i>	131,125	1x Weekday	2/21/2020	A4
6	<i>Las Vegas Review Journal</i>	68,384	1x Weekday	2/21/2020	5B
7	<i>Redding Record Searchlight</i>	9,884	1x Weekday	2/21/2020	8A

18. The combined circulation of the seven newspapers is 978,730. The Publication
 19 Notice included a tagline in Spanish that let the recipient know that a Spanish language version
 20 of the Long-Form Notice is available at the Settlement Website. A copy of the Publication
 21 Notice is included as **Attachment 3**. A copy of the publication tear sheets are included as
 22 **Attachment 4**.

Internet Banner Notices

23 19. Internet advertising has become a standard component in legal notice programs. The
 24 internet has proven to be an efficient and cost-effective method to target and provide measurable
 25 reach of persons covered by a settlement. Accordingly, we ran online Banner Notice
 26 ads. Banner ads are image-based graphic displays available on desktops and mobile
 27 devices. These ads are used in legal noticing to notify people of a settlement relevant to
 28 them. The text of the Banner Notices allowed users to identify themselves as potential
 Settlement Class Members and directly link them to the Settlement Website for more
 information.

20. The targeted internet campaign included Banner Notices measuring 300 x 250 pixels and 728 x 90 pixels purchased through the *Google Display Network*, which represents thousands of digital properties – including inventory on both desktop and mobile devices – across all major content categories. Banner Notices were also purchased as newsfeed ads on *Facebook*.

21. The Banner Notices ran from February 17, 2020 through March 17, 2020. Combined, approximately 34.7 million impressions were generated by the Banner Notices. The Banner Notices were geo-targeted to California. Clicking the Banner Notices brought the user to the Settlement Website, described below, to obtain detailed information about the case. Examples of the Banner Notices are included as **Attachment 5**.

Internet Sponsored Search Listings

22. To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most highly visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search-engine visitors searched on common keyword combinations selected for the Settlement, the sponsored search listings generally were displayed at the top of the page prior to the search results or in the upper right-hand column of the web-browser screen. Sponsored search listings were geo-targeted to California. The sponsored search listings were displayed from February 17, 2020, through May 5, 2020. The sponsored listings were displayed 1,658 times, resulting in 184 clicks that displayed the Settlement Website. A complete list of the sponsored search keyword combinations is included as **Attachment 6**.

Settlement Website, Toll-free Telephone Number and Postal Mailing Address

23. On February 14, 2020, a dedicated website was established for the Settlement (www.FarmersPriceOptimizationSettlement.com). Settlement Class Members can obtain detailed information about the case and review key documents, including the Long-Form Notice (in English and Spanish), Settlement Agreement, Complaints, and Preliminary Approval Order, as well as answers to frequently asked questions (FAQs). Once the Court grants final approval

of the Settlement, the final approval order and final judgment will be added to the Settlement Website for Settlement Class Members to review.

24. The Settlement Website address was displayed prominently on all notice documents. As of May 19, 2020, there have been 15,965 unique visitors to the website and 24,941 website pages presented.

25. On February 14, 2020, a toll-free telephone number (1-855-964-0518), available 24 hours a day, seven days a week, was established to allow Settlement Class Members to call for additional information, listen to answers to FAQs and request that a Long-Form Notice be mailed to them. The toll-free telephone number was prominently displayed in the Notice documents. As of May 19, 2020, the toll-free telephone number has handled 3,808 calls representing 11,131 minutes of use.

26. A post office box for correspondence about the Settlement was established to allow Settlement Class Members to contact the Settlement Administrator by mail with any specific requests or questions.

Exclusion Requests and Objections

27. The deadline for Settlement Class Members to request exclusion from the Settlement or to object to the Settlement was May 6, 2020. As of May 19, 2020, Epiq has received 82 requests for exclusion (eight of which were submitted by individuals not included in the original Settlement Class Member data provided to Epiq). A copy of the Exclusion Report is included as **Attachment 7**.

28. As of May 19, 2020, I am aware of six objections to the Settlement. I have reviewed the objections and none relate to notice or settlement administration. The specific nature of the objections are regarding: the amount of financial recovery for Settlement Class Members generally, and in comparison to the amount of attorneys' fees requested; the amount requested

1 for Service Awards; and the Settlement does not require an admission of legal fault by Farmers
2 and that justice is not being served.

No Claim Forms

4 29. Since the Settlement Agreement provides for sending a policy credit or check
5 payment automatically to eligible Settlement Class Members, there is no claim form for
6 Settlement Class Members to submit as part of the Settlement.

Settlement Administration Costs

8 30. The combined, approximate cost to implement the Notice Plan and to handle the
9 settlement administration to date for this Settlement is \$342,570.75. The breakdown of this total
10 is: (1) cost of toll-free telephone IVR and website implementation were \$4,000; (2) cost of
11 email notice was \$2,933.79; (3) cost of print notice was \$235,012.78; (4) cost of media campaign
12 was \$51,432.03; and (5) hourly time/admin costs were \$49,192.15.

13 31. Additional costs will be incurred following the Final Approval Hearing to complete
14 the settlement administration for this case, including: continue sending notices, processing
15 payments, reissuing payments, and handling settlement closure. The number of checks to be
16 sent is the biggest variable for determining the remaining expenses to complete administration
17 of the Settlement. Based on the expenses incurred to date and the remaining future expenses,
18 the total cost of administration is still estimated to be at or below \$573,246. Epiq's agreed cap
19 for all notice and administration costs is \$661,190, as set forth in my December 19, 2019,
20 declaration filed with the Court. Since factors are unknown regarding the distribution phase of
21 the settlement administration (quantities of check re-issues, class member inquiries, effect of any
22 possible delays such as appeals, etc), the exact final cost to complete the administration is still
23 unknown.

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

PLAIN LANGUAGE NOTICE DESIGN

32. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. Many courts, and as previously cited, the FJC itself, have approved notices that we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all of the key information about Settlement Class Members’ rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

33. The Long-Form Notice provides substantial information to Settlement Class Members. The Long-Form Notice begins with a summary page, which provides a concise overview of the important information and a table highlighting key options available to Settlement Class Members. A table of contents, categorized into logical sections, helps to organize the information, while a question and answer format makes it easy to find answers to common questions by breaking the information into simple headings.

34. Making the notice available in additional languages was considered and evaluated. A tagline in Spanish was included on all Notices noting that a Spanish language version of the Long-Form Notice is available at the website.

More Than Adequate Time and Opportunity to React to Notices

35. The measured portion of the Notice Plan was completed on February 28, 2020. This allowed more than adequate time for Settlement Class Members to see the Notice and respond accordingly before the May 6, 2020, exclusion request and objection deadlines. With 68 days from the completion of the Notice Plan until the exclusion request and objection deadlines, and

1 110 days until the June 17, 2020, Final Approval Hearing, Settlement Class Members were
2 allotted adequate time to act on their rights.

3 **CONCLUSION**

4 36. In class action notice planning, execution, and analysis, we are guided by due
5 process considerations under the United States Constitution, by state and local rules and statutes,
6 and by case law pertaining to the recognized notice standards. This framework directs that the
7 notice program be optimized to reach the class and, in a settlement class action notice situation
8 such as this, that the notice or notice program itself not limit knowledge of the availability of
9 benefits—nor the ability to exercise other options—to class members in any way. All of these
10 requirements were met in this case.

11 37. Our notice effort followed the guidance for how to satisfy due process obligations
12 that a notice expert gleans from the United States Supreme Court's seminal decisions which are:
13 a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably
14 calculated to do so:

15 A. "But when notice is a person's due, process which is a mere gesture is not due
16 process. The means employed must be such as one desirous of actually informing
17 the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover
Trust*, 339 U.S. 306, 315 (1950).

19 B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise
20 interested parties of the pendency of the action and afford them an opportunity to
21 present their objections," *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 174 (1974)
22 (citing *Mullane* at 314).

23 38. As detailed previously, the Notice Plan reached approximately 99.9% of Settlement
24 Class Members. It delivered "noticeable" Notices to capture Settlement Class Members'
25 attention, and provide them with information necessary to understand their rights and options.

26 DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT
27 NOTICE PLAN

39. The Notice Plan schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the exclusion request and objection deadlines.

40. The Notice Program described above, including individual notice to all identifiable Settlement Class Members and targeted, supplemental media, provided for the best notice practicable under the circumstances of this case and conformed to all aspects of the California Code of Civil Procedure and the California Rules of Court, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true of my own personal knowledge.

Executed at Beaverton, Oregon, this 19th day of May 2020.


Cameron R. Azari

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN

Attachment 1

From: mail@msgbsvc.com on behalf of info_FarmersPriceOptimizationSettlement
Sent: Wednesday, February 12, 2020 8:40 AM
To:
Subject: HTML Sample -- Payment from Class Action Settlement – Harris v. Farmers Insurance

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

If You Purchased Automotive Vehicle Insurance from Farmers from August 18, 2015, to March 31, 2017, You May Be Eligible for a Payment from a Class Action Settlement.

Para una notificacion en Espanol, visitar www.FarmersPriceOptimizationSettlement.com.

A \$15,000,000 settlement has been reached in a class action lawsuit alleging that Farmers Insurance Exchange and Mid Century Insurance Company (“Farmers”) used optimization/elasticity of demand (a method of taking into account an individual’s or class’ willingness to pay a higher premium relative to other individuals or classes) as a rating factor when setting insurance rates, and that this method violated California law. Farmers denies the allegations in the lawsuit and denies that it did anything wrong. The Court has not decided who is right. Those included in the Settlement Class have legal rights and options, such as receiving Settlement benefits or excluding themselves from or objecting to the Settlement.

Who is included? Farmers’ records indicate that you are a Settlement Class Member. The Settlement Class includes all California Policy Holders of Defendants Farmers Insurance Exchange (“FIE”) and Mid-Century Insurance Company (“Mid-Century”) who: (1) had 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder as of August 18, 2015, or who reached 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder on or before March 31, 2017, and (2) were FIE and/or Mid-Century policyholders at any time during the period extending from August 18, 2015, through March 31, 2017.

Settlement benefits. Farmers will pay \$15 million to a Settlement Fund to make payments or give Policy credits to eligible Settlement Class Members as well as to pay Class Counsel’s attorneys’ fees, costs, notice and administration expenses, and Service Awards. The maximum estimated amounts for the deductions from the \$15 million Settlement Fund are as follows: Class Counsel’s attorneys’ fees (\$4,950,000), costs (\$275,000), notice and administration expenses (\$573,000) and Service Awards (\$15,000). After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$9,187,000) will be divided by the total number of Settlement Class Members (approximately 609,000) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (estimated at \$15.09). If the Settlement is approved, payments or Policy credits will *automatically* be made to Settlement Class Members identified in Farmers’ records. If you received this notice by email or mail, you do not need to do anything to receive a payment or Policy credit.

Other options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 6, 2020**. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Farmers for any claim relating to the lawsuit per the Amended Settlement Agreement and Release as follows:

"As of the Effective Date, Plaintiffs and each Settlement Class Member, each on behalf of itself and on behalf of its respective heirs, assigns, beneficiaries and successors ("Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged Farmers and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them ("Released Parties"), of and from any claims that were or could have been alleged based on the facts pleaded in the First Amended Complaint dated October 29, 2015 and/or any subsequent amended complaint filed in conjunction with the Court's approval of the Settlement ("Released Claims")."

If you stay in the Settlement, you may object to it by **May 6, 2020**.

If you wish to exclude yourself from the Settlement Class, you must send a letter to the Settlement Administrator identifying:

1. the name and case number of this lawsuit (*Harris, et al. v. Farmers Insurance Exchange, et al.*, Superior Court of California, County of Los Angeles, Case No. BC 57948);
2. your full name, current address, and telephone number;
3. a statement that you wish to exclude yourself from the Settlement Class; and
4. your signature.

To be effective, you must submit the above information to the following address **postmarked no later than May 6, 2020**:

Farmers PO Settlement Administrator
P.O. Box 5053
Portland, OR 97208-5053

This is a firm deadline for requesting exclusion from the proposed Settlement. You cannot ask to be excluded on the phone, by email, or at the website.

The Court will hold a hearing on **June 17, 2020** to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees of up to 33% of the Settlement Fund plus Class Counsel's costs and expenses, and Service Awards to the Class Representatives in the amount of \$5,000 each. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. This Settlement may be terminated by either of the Parties if a related proceeding pending before the California Department of Insurance (the "Department Proceeding") is not dismissed prior to Final Approval of the Settlement.

For more information regarding the Settlement and a copy of the Judgement (once it is available), visit the [Settlement Website](#).

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your request.

Attachment 2

**If You Had a Farmers Insurance Exchange or
Mid-Century Insurance Company Auto Policy in
California at any time between August 18, 2015
and March 31, 2017 and had been insured by those
companies for 9 or more years, You May Be Eligible
for a Payment from a Class Action Settlement.**

The Superior Court for the State of California, County of Los Angeles (“the Court”) authorized this Notice. This is not a solicitation from a lawyer. This is not a legal action against you and you are not required to take any action to receive benefits that may be approved.

Para una notificacion en Espanol, visitar www.FarmersPriceOptimizationSettlement.com.

- A \$15,000,000 settlement has been reached in a class action case known as *Harris, et al. v. Farmers Insurance Exchange, et al.*, Superior Court of California, County of Los Angeles, Case No. BC 57948 (“Action”). The Plaintiffs filed a class action complaint alleging five causes of action pertaining to the alleged use by Farmers Insurance Exchange and Mid-Century Insurance Company of price optimization/elasticity of demand (a method of taking into account an individual’s or class’s willingness to pay a higher premium relative to other individuals or classes) as a rating factor in California in violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (“UCL”) and the California Insurance Code, and as unjust enrichment. Farmers denies Plaintiffs’ allegations and denies that it did anything wrong. The Court has not decided who is right.
- A settlement of this lawsuit (“Settlement”) has been negotiated which, if approved by the Court, may entitle you to an automatic payment. By entering into the Settlement, Farmers has not admitted the truth or validity of any of the claims against it. Your rights and options under the Settlement—and the deadlines to exercise them—are explained below.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to start or remain part of any other lawsuit against Farmers about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you received a notice by email or in the mail about this Settlement, a policy credit or check payment will automatically be issued to you for the amount you are eligible to receive. You will give up your rights to sue Farmers about the legal claims in this case.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court presiding over this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient as this process sometimes takes a long time.

QUESTIONS? CALL 1-855-964-0518 OR VISIT www.FarmersPriceOptimizationSettlement.com

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION **PAGE 3**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT **PAGE 4**

5. How do I know if I am part of the Settlement?
6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY **PAGE 4**

7. What does the Settlement provide?

HOW TO GET A PAYMENT **PAGE 5**

8. How can I get a payment?
9. When will I get my payment?
10. What am I giving up to get a payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... **PAGE 6**

11. If I exclude myself, can I get anything from this Settlement?
12. If I do not exclude myself, can I sue later?
13. How do I get out of the Settlement?

THE LAWYERS REPRESENTING YOU **PAGE 7**

14. Do I have a lawyer in the case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT **PAGE 7**

16. How do I tell the Court if I do not like the Settlement?
17. What is the difference between objecting and asking to be excluded?

THE COURT'S FINAL APPROVAL HEARING **PAGE 8**

18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to come to the hearing?

IF YOU DO NOTHING..... **PAGE 9**

20. What happens if I do nothing?

GETTING MORE INFORMATION..... **PAGE 9**

21. How do I get more information?

QUESTIONS? CALL 1-855-964-0518 OR VISIT www.FarmersPriceOptimizationSettlement.com

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Maren Nelson of the Superior Court of California, County of Los Angeles is overseeing this class action. The Settlement resolves the case known as *Harris, et al. v. Farmers Insurance Exchange, et al.*, Case No. BC 57948.

The persons who sued are called “Plaintiffs,” and the companies sued, Farmers Insurance Exchange and Mid-Century Insurance Company, are called collectively “Farmers” or “Defendants.”

2. What is this lawsuit about?

In California, as in other states, drivers are required to maintain auto insurance. Auto insurance companies are not permitted to determine auto insurance premiums based on what the market will bear, but instead must determine premiums based on those rating factors that the Insurance Commissioner has approved as having a substantial relationship to the risk of loss. This case was brought as a class action complaint alleging that Farmers engaged in violations of the Unfair Competition Law – Commission of Unfair Business Act or Practice Cal. Bus. & Prof. Code § 17200 et seq., Unjust Enrichment and Violation of Cal. Ins. Code § 1861.10, and claims that Defendants improperly used price optimization/elasticity of demand (a policyholders’ or class of policyholders’ willingness to tolerate a price increase as compared to other policyholders or other classes of policyholders) as a factor in calculating premiums in California. This notice is just a summary of the allegations. The complaint in the lawsuit is posted at www.FarmersPriceOptimizationSettlement.com and contains all of the allegations. Farmers denies these allegations; however, in order to avoid the expense, inconvenience, and distraction of continued litigation, they have agreed to the Settlement described herein.

3. Why is this a class action?

In a class action, one or more people called Settlement Class Representatives (in this case Roger Harris, Duane Brown, and Brian Lindsey) sue on behalf of people who have similar claims. All of these people are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who timely exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. Defendants deny all legal claims in this case. Plaintiffs and their lawyers think that in light of litigation uncertainties and the lengthy delay that would result from a trial and possible appeal, the proposed Settlement is in the best interest of the Settlement Class Members.

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WHO IS IN THE SETTLEMENT

To see if you will be affected by the Settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class Member.

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

If you received notice of the Settlement by email or by mail then Farmers' records show you may be a member of the Settlement Class. But even if you did not receive a notice, you may still be a member of the Settlement Class.

The Proposed "Settlement Class" is composed of:

All California Policy Holders of Defendants Farmers Insurance Exchange ("FIE") and Mid-Century Insurance Company ("Mid-Century") who: (1) had 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder as of August 18, 2015 or who reached 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder on or before March 31, 2017, and (2) were FIE and/or Mid-Century policyholders at any time during the period extending from August 18, 2015 through March 31, 2017.

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

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement Website at www.FarmersPriceOptimizationSettlement.com or call the toll free number, 1-855-964-0518. You may also write with questions to Farmers PO Settlement, P.O. Box 5053, Portland, OR 97208-5053.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members.

7. What does the Settlement provide?

Farmers will pay \$15 million to a Settlement Fund to make payments or give policy credits to eligible Settlement Class Members as well as to pay Class Counsel's attorneys' fees, costs, notice and administration expenses, and Service Awards. The maximum estimated amounts for the deductions from the \$15 million Settlement Fund are as follows: Class Counsel's attorneys' fees (\$4,950,000), costs (\$275,000), notice and administration expenses (\$573,000) and Service Awards (\$15,000). After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$9,187,000) will be divided by the total number of Settlement Class Members (approximately 609,000) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (estimated at \$15.09).

Settlement Class Members who are "Renewing Current Policy Holders" will receive a credit at the time of renewal of their Policies. "Non-Renewing Current Policy Holders" and those Settlement Class Members who are no longer Policyholders will receive their Settlement Class Member Payment by paper check.

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“Renewing Current Policy Holder” means a Settlement Class Member who continues to have his or her Policy as of the Effective Date and who renews his or her Policy within six months after the Payment Date.

“Non–Renewing Current Policyholder” means a Settlement Class Member who continues to have his or her Policy as of the Effective Date and who declines to renew his or her Policy within six months after the Payment Date.

“Policy” means any private passenger auto insurance policy maintained by Farmers in the state of California.

“Effective Date” means the day following: (A) the entry by the Court of the Final Order and Judgment: (i) affirming certification of the Settlement Class; (ii) finding the Settlement Agreement to be fair, adequate and reasonable; (iii) finding that the Notice to the Class of the Settlement Agreement was fair, adequate and reasonable; (iv) resolving any and all objections to the fairness and reasonableness of the Settlement Agreement, if any; and (B) the expiration of the deadline for seeking appellate review of the Final Order and Judgment if no appeal is sought; or the day following the date all appellate courts with jurisdiction affirm the Final Judgment and Order with no possibility of further appellate review existing; and (C) the Insurance Commissioner’s dismissal of the Department Proceeding (without prejudice to reinstatement in the event the Settlement does not receive Final Approval and/or the Effective Date does not occur).

“Payment Date” means the date occurring after the Effective Date on which the Court orders the payment of the Settlement Class Member Payments to begin.

Details on all of the settlement benefits are in the Settlement Agreement, which is available at www.FarmersPriceOptimizationSettlement.com.

HOW TO GET A PAYMENT

8. How can I get a payment?

If you received a notice by email or in the mail telling you that you are Settlement Class Member, you will receive an automatic payment or policy credit once the Settlement is approved by the Court and the Effective Date passes, provided you are eligible for a payment and you have not requested exclusion from the Settlement (*see —"Excluding Yourself From The Settlement" below*).

If you did not receive a notice by email or in the mail and believe you are a Settlement Class Member, please contact the Settlement Administrator at www.FarmersPriceOptimizationSettlement.com or by calling 1-855-964-0518.

9. When will I get my payment?

Payments and policy credits will be made after the Effective Date, which comes after Court grants “final approval” to the Settlement and after any appeals are resolved (*see “The Court’s Final Approval Hearing” below*). It is uncertain when the Court will decide to approve or disapprove the proposed Settlement and whether any appeals will be filed. Please be patient.

10. What am I giving up to get a payment?

If the Settlement becomes final, Settlement Class Members who do not timely request exclusion from the Settlement will be releasing Farmers per the Amended Settlement Agreement and Release as follows:

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“As of the Effective Date, Plaintiffs and each Settlement Class Member, each on behalf of itself and on behalf of its respective heirs, assigns, beneficiaries and successors (“Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged Farmers and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them (“Released Parties”), of and from any claims that were or could have been alleged based on the facts pleaded in the First Amended Complaint dated October 29, 2015 and/or any subsequent amended complaint filed in conjunction with the Court’s approval of the Settlement (“Released Claims”).”

This means you will no longer be able to sue Farmers regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.FarmersPriceOptimizationSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

This Settlement may be terminated by either of the Parties if a related proceeding pending before the California Department of Insurance (the “Department Proceeding”) is not dismissed prior to final approval of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed Settlement and you want to keep the right to sue Farmers about the legal issues in this case, then you must take steps to opt out of the Settlement. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

11. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you may not apply for any benefits under the Settlement and you cannot object to the proposed Settlement. If you ask to be excluded, however, you will retain any right you have to sue or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

12. If I do not exclude myself, can I sue later?

No, not over the issues raised in this case.

13. How do I get out of the Settlement?

If you wish to exclude yourself from the Settlement Class, you must send a letter to the Settlement Administrator identifying:

- (1) the name and case number of this lawsuit (*Harris, et al. v. Farmers Insurance Exchange, et al., Superior Court of California, County of Los Angeles, Case No. BC 57948*);
- (2) your full name, current address, and telephone number;

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- (3) a statement that you wish to exclude yourself from the Settlement Class; and
- (4) your signature.

To be effective you must submit the above information to the following address **postmarked no later than May 6, 2020**:

Farmers PO Settlement Administrator
P.O. Box 5053
Portland, OR 97208-5053

This is a firm deadline for requesting exclusion from the proposed Settlement. You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court approved the law firms of Mehri & Skalet PLLC, Tycko & Zavareei LLP and Berger Montague PC, as Class Counsel to represent the Settlement Class. You will not be charged separately for these lawyers. If you wish to be represented by your own lawyer in this case, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees of up to \$4,950,000 plus costs and expenses (capped at \$275,000) for investigating the facts, litigating the cases, and negotiating the Settlement. To date, Class Counsel have not received any payment for their services in conducting this Litigation on behalf of the Settlement Class Representatives and the Settlement Class, nor have Class Counsel been reimbursed for their costs and expenses to date in this case. Class Counsel will also request the Court to award a Service Award of \$5,000 to each of the three Settlement Class Representatives in recognition of their service to the Settlement Class. The amount of the fees, expenses and service award will be determined by the Court. Class Counsel's contact information is as follows:

CLASS COUNSEL		
MEHRI & SKALET PLLC Cyrus Mehri, Esq. Jay Angoff, Esq. 1250 Connecticut Ave. NW, Suite 300 Washington, DC 20036	TYCKO & ZAVAREEI LLP Hassan Zavareei, Esq. Andrea Gold, Esq. 1828 L Street, N.W., Suite 1000 Washington, DC 20036	BERGER MONTAGUE PC Peter Kahana, Esq. Jeff Osterwise, Esq. 1818 Market Street, Suite 3600 Philadelphia, PA 19103

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

You can object to the Settlement if you do not like some part of it. You must state the reasons you think the Court should not approve the Settlement. To object, send a letter (as instructed below) saying that you object to the proposed Settlement. You must include:

QUESTIONS? CALL 1-855-964-0518 OR VISIT www.FarmersPriceOptimizationSettlement.com

- a. the case name and case number of this Litigation (*Harris, et al. v. Farmers Insurance Exchange, et al., Superior Court of California, County of Los Angeles, Case No. BC 57948*);
- b. your full name, current address, and phone number;
- c. an explanation of the basis upon which you claim to be a Settlement Class member;
- d. all grounds for the objection;
- e. the identity of all counsel who represent you;
- f. a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing;
- g. your signature.

Mail the objection to the following address so that it is **postmarked no later than May 6, 2020**. This is a firm deadline. Objections postmarked after this date will not be recognized.

Farmers PO Settlement Administrator
P.O. Box 5053
Portland, OR 97208-5053

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to apply for any benefits under the Settlement because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on **June 17, 2020**, at the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees, costs and expenses, and Service Awards. If there are objections received by the deadline, the Court may consider them. After the Final Approval Hearing, the Court will decide whether to approve the Settlement and how much to award in attorneys' fees, costs and expenses, as well as Service Awards.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check www.FarmersPriceOptimizationSettlement.com or call the toll-free number for updated information.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on

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time, the Court may consider it. You may also pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

IF YOU DO NOTHING

20. What happens if I do nothing?

If you are a Settlement Class Member and received a notice by email or in the mail telling you that you will receive an automatic payment or policy credit, you do not need to do anything in order to receive your payment or policy credit (provided the Court approves the Settlement). If you *did not* receive a notice by email or in the mail telling you that you will receive an automatic payment or policy credit and do nothing, you *will not* get a payment or policy credit from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. The Settlement Agreement and a copy of the Judgement (once it is available) will be at www.FarmersPriceOptimizationSettlement.com. You also may write with questions to Farmers PO Settlement, P.O. Box 5053, Portland, OR 97208-5053.

QUESTIONS? CALL 1-855-964-0518 OR VISIT www.FarmersPriceOptimizationSettlement.com

Si tuvo una póliza de seguro de automóvil de Farmers Insurance Exchange o Mid-Century Insurance Company en California en cualquier momento entre el 18 de agosto de 2015 y el 31 de marzo de 2017, y estuvo asegurado por esas compañías durante 9 años o más, es posible que sea elegible para recibir un pago de una conciliación en una demanda colectiva.

El Tribunal superior del estado de California, condado de Los Ángeles (el “Tribunal”) autorizó este Aviso. No se trata del ofrecimiento de un abogado. Esta no es una acción legal en su contra y no tiene la obligación de hacer algo para recibir los beneficios que se aprueben.

- Se ha llegado a una conciliación de \$15,000,000 en una demanda colectiva caratulada *Harris, et al. v. Farmers Insurance Exchange, et al.*, que tramita ante el Tribunal superior de California, condado de Los Ángeles, Causa n.º BC 57948 (la “Demand”). Los Demandantes presentaron una demanda colectiva en la que alegan cinco pretensiones con respecto al presunto uso de la optimización de precios/elasticidad de la demanda por parte de Farmers Insurance Exchange y Mid-Century Insurance Company (un método que toma en cuenta la voluntad de una persona o clase de pagar una prima más alta en relación con otras personas o clases) como factor de calificación en California en violación de la Ley de Competencia Desleal de California (Unfair Competition Law, “UCL”), artículos 17200 y siguientes del Código de Negocios y Profesiones de California (Cal. Bus. & Prof. Code) y el Código de Seguros de California (California Insurance Code), lo que constituye enriquecimiento ilícito. Farmers niega las acusaciones de los Demandantes y niega además haber incurrido en cualquier tipo de acción incorrecta. El Tribunal no ha decidido quién tiene la razón.
- Se ha negociado una conciliación de esta demanda (la “Conciliación”) que, de ser aprobada por el Tribunal, podría darle derecho a recibir un pago automático. Al aceptar la Conciliación, Farmers no ha admitido la veracidad ni la validez de ninguna de las reclamaciones presentadas en su contra. Sus derechos y opciones, según lo estipulado en esta Conciliación, así como las fechas límite para ejercerlos, se explican a continuación.
- Independientemente de que actúe o no, sus derechos legales se verán afectados. Lea este aviso detenidamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:

EXCLUIRSE	No obtener los beneficios del Acuerdo de conciliación. Esta es la única opción que le permite comenzar o seguir siendo parte de cualquier otra acción legal contra Farmers sobre las reclamaciones legales en este caso.
OBJETAR	Escribir al Tribunal para informar las razones por las que no le agrada el Acuerdo de conciliación.
ASISTIR A UNA AUDIENCIA	Solicitar la palabra ante el Tribunal con respecto a la imparcialidad de la Conciliación.
NO HACER NADA	Si recibió un aviso por correo postal o electrónico sobre esta Conciliación, se le emitirá un crédito en su póliza o un cheque de manera automática por el monto que tiene derecho a recibir. Usted renunciará a sus derechos de demandar a Farmers en relación con las reclamaciones legales en este caso.

- Estos derechos y estas opciones, y **las fechas límite para ejercerlos**, se explican en este aviso.
- El Tribunal a cargo de este caso no ha aprobado todavía el Acuerdo conciliatorio. Si lo hace, y después de resolver cualquier apelación, se distribuirán los beneficios entre quienes reúnan los requisitos. Tenga la amabilidad de ser paciente, ya que este proceso a veces lleva tiempo.

CONTENIDOS DE ESTA NOTIFICACIÓN

INFORMACIÓN BÁSICA	PÁGINA 3
1. ¿Por qué se proporciona este aviso? 2. ¿De qué trata esta demanda? 3. ¿Por qué es esta una demanda colectiva? 4. ¿Por qué existe un Acuerdo de conciliación?	
QUIÉNES PARTICIPAN EN EL ACUERDO.....	PÁGINA 4
5. ¿Cómo sé si formo parte del Acuerdo de conciliación? 6. ¿Qué ocurre si no estoy seguro de ser parte del Acuerdo de conciliación?	
LOS BENEFICIOS DEL ACUERDO: QUÉ OBTENDRÁ SI REÚNE LOS REQUISITOS.....	PÁGINA 4
7. ¿Qué estipula el Acuerdo?	
CÓMO PUEDE OBTENER UN PAGO	PÁGINA 5
8. ¿Cómo puedo obtener un pago? 9. ¿Cuándo recibiré mi pago? 10. ¿A qué renuncio si recibo un pago?	
CÓMO EXCLUIRSE DEL ACUERDO	PÁGINA 6
11. Si me excluyo, ¿puedo obtener algo de esta Conciliación? 12. Si no me excluyo, ¿puedo presentar una demanda más adelante? 13. ¿Cómo me excluyo del Acuerdo de Conciliación?	
LOS ABOGADOS QUE LE REPRESENTAN	PÁGINA 7
14. ¿Tengo un abogado en este caso? 15. ¿Cómo se les pagará a los abogados?	
OBJECIONES A LA CONCILIACIÓN.....	PÁGINA 8
16. ¿Cómo le hago saber al Tribunal que no estoy conforme con la Conciliación? 17. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?	
AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL	PÁGINA 9
18. ¿Cuándo y dónde decidirá el tribunal si aprueba el Acuerdo? 19. ¿Debo asistir a la audiencia?	
SI DECIDE NO HACER NADA	PÁGINA 9
20. ¿Qué sucede si no hago nada?	
CÓMO OBTENER MÁS INFORMACIÓN	PÁGINA 9
21. ¿Cómo puedo obtener más información?	

¿TIENE ALGUNA PREGUNTA? LLAME AL 1-855-964-0518 O VISITE www.FarmersPriceOptimizationSettlement.com

INFORMACIÓN BÁSICA

1. ¿Por qué se proporciona este aviso?

Un Tribunal autorizó esta notificación porque usted tiene derecho a conocer un Acuerdo que se ha propuesto para esta demanda colectiva y todas sus opciones antes de que el Tribunal decida si da o no la “aprobación definitiva” al acuerdo. Esta notificación explica la demanda, el Acuerdo, los derechos legales que le corresponden, los beneficios disponibles, quiénes pueden reunir los requisitos para obtenerlos y cómo obtenerlos.

La Jueza Maren Nelson del Tribunal superior de California, condado de Los Ángeles es quien supervisa esta demanda colectiva. La Conciliación resuelve la causa caratulada *Harris, et al. v. Farmers Insurance Exchange, et al.*, Causa n.º BC 57948.

Las personas que presentaron la demanda se denominan “Demandantes”, y las compañías demandadas, Farmers Insurance Exchange y Mid-Century Insurance Company, se denominan, conjuntamente, “Farmers” o los “Demandados”.

2. ¿De qué trata esta demanda?

En California, y en otros estados, los conductores deben contar con un seguro de automóvil. Las compañías de seguros de automóvil no tienen permitido determinar las primas de los seguros de automóvil en función de lo que soportará el mercado, sino que debe determinar las primas en función de los factores de calificación que el Comisionado de Seguros ha aprobado como que tienen una relación sustancial con el riesgo de pérdida. Esta causa se inició como una demanda colectiva, en la que se alega que Farmers cometió violaciones de la Ley de Competencia Desleal (comisión de acto o práctica comercial desleal, artículos 17200 y siguientes del Código de Negocios y Profesiones de California), enriquecimiento ilícito y violación del artículo 1861.10 del Código de Seguros de California, y se sostiene que los Demandados utilizaron indebidamente la optimización de precios/elasticidad de la demanda (la voluntad de los titulares de pólizas o una clase de titulares de pólizas de tolerar un aumento de precio en comparación con otros titulares de pólizas u otras clases de titulares de pólizas) como factor en el cálculo de las primas en California. Este aviso solo es un resumen de las acusaciones. El reclamo que se plantea en la demanda está publicado en www.FarmersPriceOptimizationSettlement.com y contiene todas las acusaciones. Farmers niega estas acusaciones; sin embargo, para evitar el gasto, los inconvenientes y la perturbación que genera la continuación del litigio, han aceptado los términos de la Conciliación que aquí se describen.

3. ¿Por qué es esta una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas Representantes del grupo de demandantes (en este caso, Roger Harris, Duane Brown y Brian Lindsey), presentan una demanda en representación de personas que tienen reclamaciones similares. Todas estas personas en conjunto constituyen un “Grupo de demandantes” o “Miembros del grupo de demandantes”. Un tribunal resuelve las cuestiones controvertidas para todos los Miembros del grupo de demandantes, excepto las personas que se excluyen del Grupo de demandantes.

4. ¿Por qué existe un Acuerdo de conciliación?

El tribunal no falló a favor de los demandantes ni de los demandados. Más bien, ambas partes acordaron resolver este caso para evitar los costos y los riesgos de un juicio. El Acuerdo propuesto no implica que se haya violado alguna ley ni que los Demandados hayan hecho algo incorrecto. Los Demandados niegan todas las reclamaciones legales en este caso. Los Demandantes y sus abogados

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piensan que, teniendo en cuenta las incertidumbres y la duración del litigio que se derivarían de un juicio y una posible apelación, la Conciliación propuesta beneficia los intereses de los Miembros del grupo de demandantes.

QUIÉNES PARTICIPAN EN EL ACUERDO

Para ver si se verá afectado por el Acuerdo de conciliación o si puede obtener un pago como resultado del Acuerdo, primero tiene que determinar si usted es integrante del Grupo de demandantes.

5. ¿Cómo sé si formo parte del Acuerdo de conciliación?

Si recibió notificación de la Conciliación por correo electrónico o postal, esto quiere decir que los registros de Farmers muestran que usted podría ser un miembro del Grupo de demandantes. Pero incluso si no recibió ninguna notificación, aun así usted puede formar parte del Grupo de la conciliación.

El “Grupo de demandantes” propuesto está integrado por:

Todos los titulares de pólizas en California de los Demandados Farmers Insurance Exchange (“FIE”) y Mid-Century Insurance Company (“Mid-Century”) que: (1) tenían 9 años o más de antigüedad/persistencia como titulares de pólizas de FIE y/o Mid-Century al 18 de agosto de 2015 o alcanzaron los 9 años o más de antigüedad/persistencia como titulares de pólizas de FIE y/o Mid-Century el 31 de marzo de 2017 o antes, y (2) fueron titulares de pólizas de FIE y/o Mid-Century en cualquier momento durante el período comprendido entre el 18 de agosto de 2015 y el 31 de marzo de 2017.

Quedan excluidos del Grupo de demandantes (a) los directivos, directores y empleados de cualquier compañía integrante del grupo de compañías de seguros de Farmers; (b) la jueza que supervisa la Conciliación propuesta y la familia inmediata de la jueza, y (c) todos los titulares de pólizas que oportunamente elijan ser excluidos.

6. ¿Qué ocurre si no estoy seguro de ser parte del Acuerdo de conciliación?

Si no está seguro de ser parte del Grupo de demandantes o si tiene alguna otra pregunta relacionada con la Conciliación, visite la página web de la Conciliación en www.FarmersPriceOptimizationSettlement.com o llame al número gratuito 1-855-964-0518. También puede enviar una carta con sus preguntas a Farmers PO Settlement, P.O. Box 5053, Portland, OR 97208-5053.

LOS BENEFICIOS DEL ACUERDO: QUÉ OBTENDRÁ SI REÚNE LOS REQUISITOS

Si se aprueba el Acuerdo de conciliación y pasa a ser definitivo, proporcionará beneficios a los Miembros del grupo de demandantes del Acuerdo de conciliación.

7. ¿Qué estipula el Acuerdo?

Farmers pagará \$15 millones a un Fondo de conciliación para realizar pagos o brindar créditos en la póliza a los Miembros del grupo de demandantes que reúnen los requisitos, así como pagar los honorarios de los Abogados del grupo, los costos, los gastos de notificación y administración y los pagos por servicios. Los montos máximos estimados para las deducciones del Fondo de conciliación de \$15 millones son los siguientes: Honorarios de los Abogados del grupo (\$4,950,000), costos (\$275,000), gastos de notificación y administración (\$573,000) y pagos por servicios (\$15,000). Una vez deducidos estos honorarios y costos del Fondo de conciliación, los fondos restantes (aproximadamente \$9,187,000) se dividirán por la cantidad total de Miembros del

¿TIENE ALGUNA PREGUNTA? LLAME AL 1-855-964-0518 O VISITE www.FarmersPriceOptimizationSettlement.com

grupo de demandantes (aproximadamente 609,000) para calcular el monto del pago correspondiente a cada Miembro del grupo de demandantes. Todos los Miembros del grupo de demandantes recibirán el mismo monto de pago (que se estima en \$15.09).

Los Miembros del grupo de demandantes que sean “Titulares de pólizas actuales que renuevan” recibirán un crédito al momento de la renovación de sus Pólizas. Los “Titulares de pólizas actuales que no renuevan” y aquellos Miembros del grupo de demandantes que ya no sean titulares de pólizas recibirán su pago en calidad de Miembros del grupo de demandantes a través de un cheque físico.

La expresión “Titulares de pólizas actuales que renuevan” se refiere a los Miembros del grupo de demandantes que sigan teniendo su Póliza a la Fecha de entrada en vigencia y que renueven su Póliza dentro de los seis meses posteriores a la Fecha de pago.

La expresión “Titulares de pólizas actuales que no renuevan” se refiere a los Miembros del grupo de demandantes que sigan teniendo su Póliza a la Fecha de entrada en vigencia y que se nieguen a renovar su Póliza dentro de los seis meses posteriores a la Fecha de pago.

“Póliza” hace referencia a cualquier póliza de seguro de automóvil para pasajeros particulares que mantenga Farmers en el estado de California.

“Fecha de entrada en vigencia” se refiere al día posterior a: (A) el dictado de la sentencia definitiva por parte del Tribunal en la que: (i) se confirme la certificación del Grupo de demandantes; (ii) se declare que el Acuerdo de conciliación es justo, adecuado y razonable; (iii) se declare que el aviso al Grupo de demandantes para notificarles el Acuerdo de conciliación fue justo, adecuado y razonable; (iv) se resuelvan todas las objeciones con respecto al carácter justo y razonable del Acuerdo de conciliación, si se hubiese planteado alguna; y (B) el vencimiento del plazo para presentar un recurso de revisión de la sentencia definitiva si no se apela; o el día posterior a la fecha en la que todos los tribunales de apelación competentes confirmen la sentencia definitiva sin que exista posibilidad de presentar otro recurso de revisión en instancia de apelación; y (C) el desistimiento del Procedimiento administrativo por parte del Comisionado de Seguros (sin perjuicio de su restitución en el caso de que la Conciliación no reciba la aprobación definitiva y/o no ocurra la Fecha de entrada en vigencia).

“Fecha de pago” se refiere a la fecha que ocurría después de la Fecha de entrada en vigencia en la que el Tribunal ordene que comiencen los pagos a los Miembros del grupo de demandantes.

Los detalles sobre todos los beneficios de la Conciliación se encuentran en el Acuerdo de conciliación, disponible en www.FarmersPriceOptimizationSettlement.com.

CÓMO PUEDE OBTENER UN PAGO

8. ¿Cómo puedo obtener un pago?

Si recibió un aviso por correo electrónico o postal en el que se le notifica que es un Miembro del grupo de demandantes, recibirá un pago automático o un crédito en la póliza una vez que el Tribunal apruebe la Conciliación y ocurra la Fecha de entrada en vigencia, siempre que reúna las condiciones para recibir el pago y no haya solicitado excluirse de la Conciliación (*consulte “Cómo excluirse de la Conciliación” a continuación*).

Si no recibió un aviso por correo electrónico o postal y cree que es Miembro del grupo de demandantes, comuníquese con el Administrador de la conciliación a través de www.FarmersPriceOptimizationSettlement.com o llamando al 1-855-964-0518.

9. ¿Cuándo recibiré mi pago?

Los pagos y los créditos en las pólizas se realizarán después de la Fecha de entrada en vigencia, que sucederá una vez que el Tribunal otorgue la “aprobación definitiva” a la Conciliación y después de que todas las apelaciones sean resueltas (*ver “La Audiencia de aprobación definitiva del Tribunal” a continuación*). Resulta incierto cuándo el Tribunal decidirá aprobar o no aprobar la Conciliación propuesta y si se presentarán apelaciones. Tenga paciencia.

10. ¿A qué renuncio si recibo un pago?

Si la Conciliación pasa a ser definitiva, los Miembros del grupo de demandantes que no presenten a tiempo una solicitud de exclusión de la Conciliación liberarán a Farmers de conformidad con el Acuerdo de conciliación modificado y exoneración, de la siguiente manera:

“A la Fecha de entrada en vigencia, se entenderá automáticamente que los Demandantes y cada Miembro del grupo de demandantes, cada uno en nombre propio y en nombre de sus respectivos herederos, cesionarios, beneficiarios y sucesores (las “Partes que exoneran”) han exonerado de forma irrevocable y liberado para siempre a Farmers y a cada una de sus actuales o ex-entidades controlantes, subsidiarias, divisiones, filiales, antecesoras, sucesoras y cesionarias, y a sus respectivos actuales y exdirectores, directivos, empleados, agentes, aseguradores, miembros, abogados, asesores, consultores, representantes, socios, asociados en empresas conjuntas, contratistas independientes, mayoristas, revendedores, distribuidores, minoristas, antecesores, sucesores y cesionarios (las “Partes exoneradas”) respecto de todas las reclamaciones que se hayan planteado y que se podrían haber planeado en función de los hechos alegados en la primera demanda ampliada de fecha 29 de octubre de 2015 y/o cualquier demanda ampliada posterior presentada junto con la aprobación de la Conciliación por parte del Tribunal (las “Reclamaciones exoneradas”).

Esto significa que ya no podrá demandar a Farmers por ninguna de las reclamaciones descritas en el Acuerdo de conciliación.

El Acuerdo de conciliación está disponible en www.FarmersPriceOptimizationSettlement.com. El Acuerdo de conciliación brinda más detalles sobre la exoneración y describe las reclamaciones que quedarán sin efecto, con detalles específicos y terminología legal exacta y necesaria; por lo tanto, léalo detenidamente. Puede hablar, sin costo alguno, con los bufetes de abogados que representan al Grupo de demandantes y que se enumeran en la sección “Los abogados que lo representan” o con su propio abogado, asumiendo los gastos, si tiene preguntas sobre los reclamos exonerados y lo que significan.

Cualquiera de las partes podrá cancelar esta Conciliación si no se desestima un procedimiento relacionado pendiente ante el Departamento de Seguros de California (el “Procedimiento administrativo”) antes de la aprobación definitiva de la Conciliación.

CÓMO EXCLUIRSE DEL ACUERDO

Si usted no desea participar en esta Conciliación propuesta, pero quiere conservar el derecho de demandar a Farmers por las cuestiones legales controvertidas en este caso, entonces debe tomar medidas para excluirse de la Conciliación. Esto se denomina solicitar ser excluido o, en ocasiones “optar por no participar”, del Grupo de demandantes.

11. Si me excluyo, ¿puedo obtener algo de esta Conciliación?

No. Si se excluye no podrá solicitar ninguno de los beneficios logrados con esta Conciliación ni podrá objetar la Conciliación propuesta. Sin embargo, si solicita ser excluido, conservará cualquier derecho que tenga de demandar o ser parte de una acción legal distinta contra los Demandados en el futuro. No estará obligado legalmente por ningún resultado de esta acción legal.

12. Si no me excluyo, ¿puedo presentar una demanda más adelante?

No, no sobre las cuestiones planteadas en este caso.

13. ¿Cómo me excluyo del Acuerdo de Conciliación?

Si desea excluirse del Grupo de demandantes, debe enviar una carta al Administrador de la conciliación en la que se indiquen los siguientes datos:

- (1) la carátula y el número de causa de esta demanda (*Harris, et al. v. Farmers Insurance Exchange, et al., Superior Court of California, County of Los Angeles, Causa n.º BC 57948*);
- (2) su nombre completo, dirección actual y número telefónico;
- (3) una declaración de que desea excluirse del Grupo de demandantes, y
- (4) su firma.

Para que tenga validez, debe enviar la información antes indicada a la siguiente dirección **con sello postal a más tardar el 6 de mayo de 2020**:

Farmers PO Settlement Administrator
P.O. Box 5053
Portland, OR 97208-5053

Esta es una fecha límite definitiva para solicitar la exclusión del Acuerdo de conciliación propuesto. No puede excluirse por teléfono, correo electrónico ni en el sitio web.

LOS ABOGADOS QUE LE REPRESENTAN

14. ¿Tengo un abogado en este caso?

El Tribunal aprobó a los estudios jurídicos Mehri & Skalet PLLC, Tycko & Zavareei LLP y Berger Montague PC como Abogados del grupo para representar al Grupo de demandantes. No se le cobrará por los servicios de estos abogados por separado. Si desea estar representado por su propio abogado en este caso, puede contratar uno y asumir los gastos.

15. ¿Cómo se les pagará a los abogados?

Los Abogados del grupo pedirán al Tribunal que apruebe el pago de honorarios de abogados con un monto máximo de \$4,950,000 más costos y gastos (con un límite de \$275,000) por investigar los hechos, litigar en el caso y negociar los términos y condiciones de la Conciliación. Hasta la fecha, los Abogados del grupo no han recibido ningún pago por sus servicios en la conducción de este Litigio en nombre de los Representantes del grupo de demandantes ni del Grupo de demandantes, ni tampoco se le han reembolsado a los Abogados del grupo los gastos y costos en los que han incurrido hasta la fecha en este caso. Los Abogados del grupo solicitarán además al Tribunal que

imponga un pago de servicios de \$5,000 a cada uno de los tres Representantes del grupo de demandantes en reconocimiento de los servicios que han prestado al Grupo de demandantes. El Tribunal determinará el monto de honorarios, costos y servicios a conceder. Los datos de contacto del Abogado del grupo son los siguientes:

ABOGADOS DEL GRUPO		
MEHRI & SKALET PLLC Cyrus Mehri, Esq. Jay Angoff, Esq. 1250 Connecticut Ave. NW, Suite 300 Washington, DC 20036	TYCKO & ZAVAREEI LLP Hassan Zavareei, Esq. Andrea Gold, Esq. 1828 L Street, N.W., Suite 1000 Washington, DC 20036	BERGER MONTAGUE PC Peter Kahana, Esq. Jeff Osterwise, Esq. 1818 Market Street, Suite 3600 Philadelphia, PA 19103

OBJECIÓN A LA CONCILIACIÓN

16. ¿Cómo le hago saber al Tribunal que no estoy conforme con la Conciliación?

Puede objetar el Acuerdo de conciliación si no le gusta alguna de sus partes. Debe exponer las razones por las cuales cree que el Tribunal no debe aprobar la Conciliación. Para objetarlo, envíe una carta (como se indica a continuación) en la cual indique que se opone al Acuerdo de conciliación propuesto. Debe incluir:

- a. la carátula y el número de causa de este Litigio (*Harris, et al. v. Farmers Insurance Exchange, et al. Tribunal superior de California, condado de Los Ángeles, Causa n.º BC 57948*);
- b. su nombre completo, dirección actual y número telefónico;
- c. una explicación del motivo por el que dice ser Miembro del grupo de demandantes;
- d. todos los fundamentos de la objeción;
- e. la identidad de todo abogado que lo represente;
- f. una declaración que confirme si usted tiene la intención de comparecer personalmente o de testificar en la audiencia de aprobación definitiva;
- g. su firma.

Envíe la objeción por correo a la siguiente dirección, con **sello postal antes del 6 de mayo de 2020**. Esta es una fecha límite definitiva. Las objeciones con sello postal posterior a esta fecha no se tendrán en cuenta.

Farmers PO Settlement Administrator
P.O. Box 5053
Portland, OR 97208-5053

17. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?

Objetar es simplemente decirle al Tribunal que no le gusta algo sobre el Acuerdo. Puede presentar una objeción solo si es parte del Grupo del acuerdo. Al excluirse, le comunica al Tribunal que no desea ser parte del Grupo de conciliación. Si se excluye, no podrá presentar objeciones a la Conciliación, dado que el caso ya no le afecta, y no reunirá los requisitos para solicitar ningún beneficio en virtud de la Conciliación.

¿TIENE ALGUNA PREGUNTA? LLAME AL 1-855-964-0518 O VISITE www.FarmersPriceOptimizationSettlement.com

AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

18. ¿Cuándo y dónde decidirá el tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de aprobación definitiva a las 9:00 a.m. del **17 de junio de 2020**, en el Tribunal superior de California, condado de Los Ángeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. En la Audiencia de aprobación definitiva, el Tribunal considerará si el Acuerdo de conciliación propuesto es justo, razonable y adecuado. El Tribunal también puede considerar la solicitud de los Abogados del grupo con respecto a los honorarios, las costas y los gastos, y un pago por servicios. Si se reciben objeciones antes de la fecha límite, el Tribunal las podrá examinar. Tras la Audiencia de aprobación definitiva, el Tribunal decidirá si aprueba el acuerdo de conciliación y cuánto otorgará en concepto de honorarios, costas y gastos, así como el pago por servicios.

La Audiencia de aprobación definitiva podrá trasladarse a una fecha u hora distintas sin aviso previo, por lo que se recomienda que consulte periódicamente en www.FarmersPriceOptimizationSettlement.com o llame al número gratuito para recibir información actualizada.

19. ¿Debo asistir a la audiencia?

No. Los abogados de la demanda colectiva responderán todas las preguntas que el Tribunal pueda tener. Sin embargo, puede asistir a la audiencia por su cuenta, si lo desea. Si envía una objeción por escrito, no necesitará acudir a la Audiencia de aprobación definitiva para hablar de ello. Siempre que envíe por correo oportunamente su objeción por escrito, el Tribunal puede considerarla. Puede también pagar su propio abogado para que asista a la Audiencia de aprobación definitiva, pero no es necesario que asista.

SI DECIDE NO HACER NADA

20. ¿Qué sucede si no hago nada?

Si es un Miembro del grupo de demandantes y recibió un aviso por correo electrónico o postal en el que se le notifica que recibirá un pago automático o un crédito en su póliza, no necesita hacer nada para recibir su pago o crédito en la póliza (siempre que el Tribunal apruebe la Conciliación). Si *no* recibió un aviso por correo electrónico o postal en el que se le notifica que recibirá un pago automático o crédito en su póliza y usted no hace nada, *no* obtendrá un pago o crédito en su póliza de esta Conciliación. Además, a menos que se excluya, nunca más podrá iniciar una acción legal, seguir adelante con una acción legal o ser parte de otra acción legal contra el Demandado en relación con los reclamos en este caso.

CÓMO OBTENER MÁS INFORMACIÓN

21. ¿Cómo puedo obtener más información?

Este aviso resume la Conciliación propuesta. El Acuerdo de Conciliación contiene más detalles. Podrá encontrar el Acuerdo de conciliación y una copia de la sentencia (una vez que esté disponible) en www.FarmersPriceOptimizationSettlement.com. También puede enviar una carta con sus preguntas a Farmers PO Settlement, P.O. Box 5053, Portland, OR 97208-5053.

Attachment 3

If You Purchased Automotive Vehicle Insurance from Farmers from August 18, 2015 to March 31, 2017, You May Be Eligible for a Payment from a Class Action Settlement.

Para una notificacion en Espanol, visitar www.FarmersPriceOptimizationSettlement.com.

A \$15,000,000 settlement has been reached in a class action lawsuit alleging that Farmers Insurance Exchange and Mid Century Insurance Company ("Farmers") used optimization/elasticity of demand (a method of taking into account an individual's or class's willingness to pay a higher premium relative to other individuals or classes) as a rating factor when setting insurance rates, and that this method violated California law. Farmers denies the allegations in the lawsuit and denies that it did anything wrong. The Court has not decided who is right. Those included in the Settlement Class have legal rights and options, such as receiving settlement benefits or excluding themselves from or objecting to the settlement.

WHO IS INCLUDED? The Settlement Class includes all California Policy Holders of Defendants Farmers Insurance Exchange ("FIE") and Mid-Century Insurance Company ("Mid-Century") who: (1) had 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder as of August 18, 2015 or who reached 9 or more years of tenure/persistency as a FIE and/or Mid-Century policyholder on or before March 31, 2017, and (2) were FIE and/or Mid-Century policyholders at any time during the period extending from August 18, 2015 through March 31, 2017.

SETTLEMENT BENEFITS. Farmers will pay \$15 million to a Settlement Fund to make payments or give policy credits to eligible Settlement Class Members as well as to pay Class Counsel's attorneys' fees, costs, notice and administration expenses, and Service Awards. The maximum estimated amounts for the deductions from the \$15 million Settlement Fund are as follows: Class Counsel's attorneys' fees (\$4,950,000), costs (\$275,000), notice and administration expenses (\$573,000) and Service Awards (\$15,000). After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$9,187,000) will be divided by the total number of Settlement Class Members (approximately 609,000) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (estimated at \$15.09). If the Settlement is approved, payments or policy credits will automatically be made to Settlement Class Members identified in Farmers' records. If you did not receive a notice by mail or in your email and believe you should be included, visit the website or call the toll-free number below.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 6, 2020**. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Farmers for any claim relating to the lawsuit. If you stay in the Settlement, you may object to it by **May 6, 2020**. The Detailed Notice available at the website or by calling the toll-free number below includes information on how to exclude yourself or object. The Court will hold a hearing on **June 17, 2020** to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees of up to 33% of the Settlement Fund plus Class Counsel's costs and expenses, and Service Awards to the Class Representatives in the amount of \$5,000 each. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. This Settlement may be terminated by either of the Parties if a related proceeding pending before the California Department of Insurance (the "Department Proceeding") is not dismissed prior to final approval of the Settlement.

For more information regarding the Settlement, call the toll free number or visit the Settlement Website. To obtain a copy of the Judgement (once it is available), visit the Settlement Website.

Attachment 4



Photographs by PAUL MORSE For The Times

AN ABANDONED housing project in the Algiers neighborhood of New Orleans became Odums' canvas. "Exhibit Be" drew 30,000 people and launched his career.

[Artist, from A8]
had showed Odums preliminary drawings for a future sports center on the site.

Some 30,000 people flocked to "Exhibit Be" in fall 2014. Its closing "Block Power" party on Martin Luther King Jr. Day in 2015 drew thousands. Odums stood atop a stage as Erykah Badu and Trombone Shorty performed in the late afternoon sun. Looking down over all of it was the visage of George Carter, a 15-year-old New Orleanian who'd been shot and killed earlier that year, rendered five stories high in blue paint, his head framed by a gleaming yellow halo.

"Every time I went, I went with flowers for George, and a lot of people did," recalled Kaitlyn Gadis, a friend of Odums. "I think that in a lot of ways that was a big part of how special it was. The colors are vibrant — and people are learning names they didn't know before. It was just a special time."

For Odums' parents, it was a revelation. Pride overcame any nagging doubts about their son making art his career. "Just seeing the work, all those people he brought together, I was in awe," Edward Odums said. "He had projected what was inside of him onto these walls."

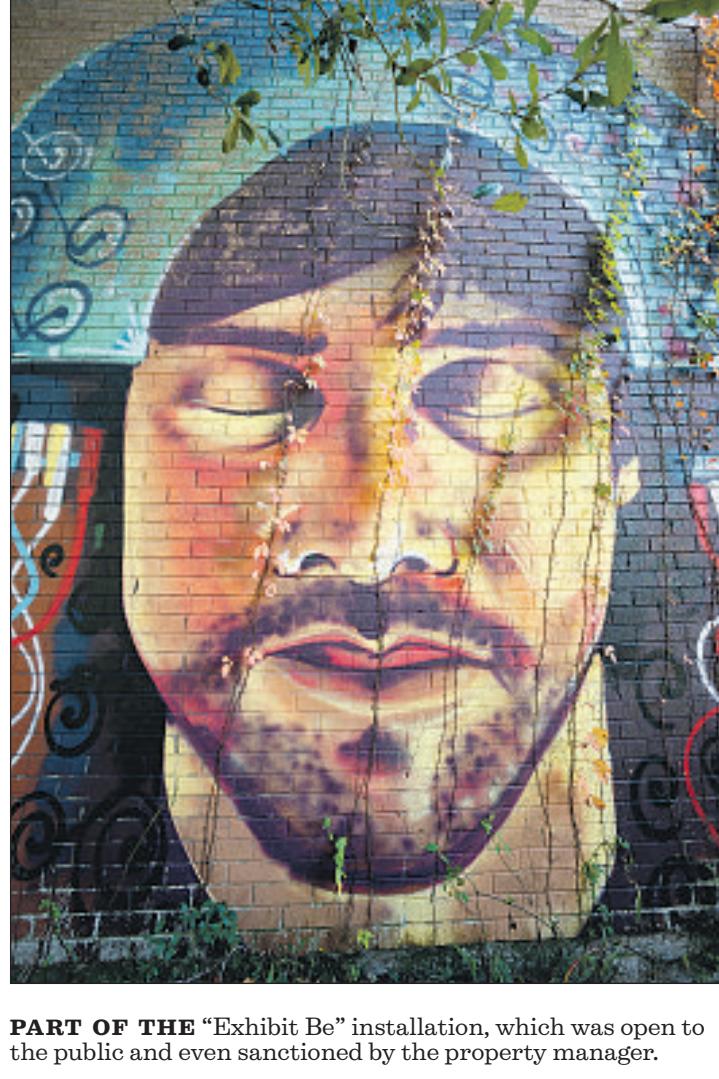


The wrecking ball, however, never came to DeGaulle Manor. "Exhibit Be" changed little but Odums' own trajectory.

In 2016, he rented a 36,000-square-foot railroad warehouse in the Bywater, christened it Studio Be, and spent six months working on the solo show "Ephemeral Eternal," which is on permanent display. A continuation of the art that began outside in abandoned places, it's another rumination on what endures.

Massive spray-painted portraits of King fill the wall around the corner from a quartet of portraits: Trayvon Martin, Michael Brown, Eric Garner and Oscar Grant, each holding the same "I Am a Man" sign that was carried by striking Memphis, Tenn., sanitation workers the day King was shot in 1968. Unknown black New Orleanians are depicted as religious icons on colorful, 12-foot canvases. Taped to another wall are coloring book tear-outs of Odums' drawings, crayoned by young children who come here for art instruction.

As with the other projects, this



PART OF THE "Exhibit Be" installation, which was open to the public and even sanctioned by the property manager.

one attracted an audience as word — and Instagram images — spread.

Colin Kaepernick visited on the advice of a friend, sparking a collaboration with Odums, who painted a mural of the former quarterback during last year's Super Bowl and attended the athlete's "Know Your Rights" symposium for black teens held in Atlanta last October. Kevin Durant, Zion Williamson and countless athletes have visited. DuVernay, after seeing the space, wrote an Odums-based character into her BET series, "Queen Sugar," then cast him in those scenes and filmed them at his studio.

Over the last four years, Studio Be has become a de facto community center for young black creatives from New Orleans and, increasingly, a draw for tourists. (Gallery admission is \$20, which,

along with the souvenir spray cans, posters and T-shirts in the gift shop, covers rent and operating costs — and funds the youth camps and art programs.)

"I think we attract people who don't normally consume art," Odums said on a quiet Sunday night. "I suspect that when they come into a space like this, they see a level of truth that they may not have seen in other spaces." As he worked, a family, British by the sound of their accents, took pictures in the parking lot outside under his mural of a young black girl.

Tourism can be complicated in this fabled city, home to a large black underclass of workers, often encountered by visitors only when they're part of the dinner service or the brass band. Odums, by painting their faces in public spaces, is ensuring that they're

seen differently — that they're seen at all.

Odums gets it, what he calls "You're Not From Here-ism." But he doesn't get caught up in it.

"A lot of New Orleans people naturally have this perspective, because there's been this history of exploitation, that your value is more than my value just by you visiting here. That's what the city has taught us. But I always thought that's one of the beautiful things about this city: We learn how to welcome people, we engage."

People, Odums said, are by nature "tribal," adding, "I understand why people feel the need to revert back to their tribes and say, 'OK, this is a safe space for me. I'm not uncomfortable.'" But "sometimes for you to grow, for there to be progress, you have to be uncomfortable." You have to be open to the new.

Opening his own space, a sanctuary celebrating blackness, to people of all stripes is about bridge-building. But he wants to serve his own tribe first. "I can connect both of them, the tourists and the purists," he said. "But I also know my priority."

Odums has a steady stream of outside commissions and projects that pay the bills. But five years after "Exhibit Be," he is focused on ensuring that his success transforms more than a canvas or a career. He hopes to one day purchase the warehouse that houses Studio Be — to preserve not just his art but the workshops and educational programs it sustains in his community.



"He reminds us on the streets of New Orleans who those historic figures are and how much they've contributed to the culture." The show's MLK weekend opening drew nearly 2,000 people.

Seven years after first painting his heroes in a forgotten corner of the city, Odums has become a civil rights leader himself. During sessions with the teens from his camp, he'll often spend more time talking about the 4th Amendment to the U.S. Constitution than how to operate a camera. In December, up against Tulane's deadline, he spent one weekend with inmates at a correctional facility in Norco in Riverside County and another in Palo Alto in Northern California for a mural project and symposium organized by Laurene Powell Emerson Collective.

As inspiring as black history and Odums' depiction of it can be, his work reflects an awareness of the long slow arc toward justice, of something inexorable about America that no activist or artist, no individual, has fundamentally changed.

From his open studio door, you can see up the street, not far, to the corner where a train came to a stop on a June day long ago. You can almost see a man — roughly Odums' age — being arrested and taken off at Press and Royal. The mixed-race man, a Creole, had intentionally violated Louisiana's separate car law by sitting with whites, part of an organized legal challenge to segregationist state laws that endured even after the adoption of the 13th and 14th Amendments.

You may remember that Homer Plessy's case rose all the way to the Supreme Court, just as he'd planned, in 1896. You may also remember that John Howard Ferguson won, cementing "separate but equal" in American law for the next six decades.

Some 124 years after Plessy vs. Ferguson was decided, Odums continues to contemplate his place in America's story. "At some point you think about: How much of my performed resistance is a part of the architecture of America? Is a part of the status quo? Because you have to create an idea or an illusion that there is an alternative, even though the alternative is never designed to win, or never designed to be successful," he said.

He raises his can back up to the canvas as he finishes the thought: "That conversation doesn't have a resolution, at least as I see it now."

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA, CHARLOTTE DIVISION

In re KAISER GYPSUM COMPANY, INC., et al.⁽¹⁾ Chapter 11 Case No. 16-31602 (JRW)
Debtors. ⁽²⁾ (Jointly Administered)

NOTICE OF SALE HEARING

TO ALL PERSONS OR ENTITIES WITH CLAIMS AGAINST KAISER GYPSUM COMPANY, INC. OR HANSON PERMANENTE CEMENT, INC.:

On September 30, 2016, the above-captioned debtors (together, "Debtors"), each filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.

The Debtors have filed or anticipate filing motions (collectively, "Motions"), pursuant to sections 105 and 363 of the Bankruptcy Code and Rules 2002, 6004, and 9019 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and by orders ("Orders") approving settlement agreements ("Agreements") between the Debtors and the following insurers: (a) London Market Insurers and Continental Insurance Company, Columbia Casualty Company, and National Fire Insurance Company of Hartford (collectively, "LMIC/NFIC"); (b) Insurance Company of the State of Pennsylvania and National Fire Insurance Company of Pittsburgh, PA (collectively, "AFG"); (c) Truck Insurance Exchange ("Truck"); (d) Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company (together, "Westchester"); (e) Hartford Fire Insurance Company ("Hartford"); (f) Munich Reinsurance America, Inc. and Executive Risk Indemnity, Inc. (together, "Munich"); (g) Transport Insurance Company, as successor in interest to Transport Indemnity Company ("Transport"); (h) Allstate Insurance Company, as successor in interest to Northbrook Excess and Surplus Insurance Company ("Northbrook"); (i) Westport Insurance Corporation, formerly known as Employers Insurance Company ("Westport"); (j) Great Southwest Fire Insurance Company ("Great Southwest"); (k) National Casualty Company ("National"); (l) Allianz Underwriters Insurance Company and Fireman's Fund Insurance Company (collectively, "Allianz") ((a)-(l) collectively, "Insurers").

The Agreements include the sales of the Debtors' rights to environmental insurance coverage under their insurance policies to the respective Insurers free and clear of all liens, claims and encumbrances ("Sales"). In exchange for the Sales, and for the additional consideration provided in the Agreements, including the extension of an injunction pursuant to 11 U.S.C. § 105(a) to include the Insurers, the Debtors will receive cash consideration from the respective Insurers.

The Motions are scheduled to be heard on March 12, 2020 at 9:30 a.m. (prevailing Eastern Time) ("Hearing"). The Hearing will be held before Judge Craig Whitley, Bankruptcy Courtroom 1-4, 401 West Trade Street, Charlotte, North Carolina 28202. The Hearing may be adjourned from time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Hearing.

The respective deadlines for objecting to the sale forthwith ("Objection Deadline") is as follows: (a) if you received a Notice of Sale hearing, the Objection Deadline is as set forth therein (i.e. March 6, 2020) at 4:00 p.m. (prevailing Eastern Time); or (b) if you did not receive a Notice of Sale hearing, the Objection Deadline is up to the time and date of the Hearing.

Objections, if any, to the Sales must: (a) be in writing; (b) comply with the Bankruptcy Rules and Local Rules; and (c) be filed with the clerk of the Bankruptcy Court for the Western District of North Carolina, 401 W. Trade Street, Charlotte, North Carolina 28202, or **on or before the applicable Objection Deadline**; and (d) be served so as to be received by (i) the Debtors, c/o TRM, 600 River Ave., Suite 200, Pittsburgh, Pennsylvania 15201 (Attn: Charles E. McChesney II); (ii) Debtors' counsel, Jones Day, 2727 N. Harwood Street, Dallas, Texas 75201 (Attn: Gregory M. Gordon and Amanda Rush); and (iii) the Office of the Bankruptcy Administrator for the Western District of North Carolina, 402 W. Trade Street, Suite 200, Charlotte, North Carolina 28202 (Attn: Alexandra Kenny), **no later than the applicable Objection Deadline**.

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER HEARING AND NOTICE.

Parties interested in receiving more information regarding the Sales and/or copies of any related documents, including the Motions, may make a written request to: (a) Jones Day, 2727 N. Harwood Street, Dallas, Texas 75201 (Attn: Gregory M. Gordon and Amanda Rush) and (b) Raymond Cooper & Durham, 200 Carrollton, 227 W. Trade Street, Charlotte, North Carolina 28202 (Attn: Jack R. Miller, Jr.). In addition, copies of the Motions and this Notice are on file with the Clerk of the Bankruptcy Court or can be accessed free of charge on the Debtors' website maintained in these cases: www.primeclerk.com/kaisergypsum.

⁽¹⁾ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Kaiser Gypsum Company, Inc. (0188) and Hanson Permanente Cement, Inc. (7313). The Debtors' address is 300 E. John Carpenter Freeway, Irving, Texas 75062.

LEGAL NOTICE

If You Purchased Automotive Vehicle Insurance from Farmers from August 18, 2015 to March 31, 2017, You May Be Eligible for a Payment from a Class Action Settlement.

Para una notificación en Español, visitar www.FarmersPriceOptimizationSettlement.com.

A \$15,000,000 settlement has been reached in a class action lawsuit alleging that Farmers Insurance Exchange and Mid Century Insurance Company ("Farmers") used optimization/elasticity of demand (a method of taking into account an individual's or class's willingness to pay a higher premium relative to other individuals or classes) as a rating factor when setting insurance rates, and that this method violated California law. Farmers denies the allegations in the lawsuit and denies that it did anything wrong. The Court has not decided who is right. Those included in the Settlement Class have legal rights and options, such as receiving settlement benefits or excluding themselves from or objecting to the settlement.

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SETTLEMENT BENEFITS. Farmers will pay \$15 million to a Settlement Fund to make payments or give policy credits to eligible Settlement Class Members as well as to pay Class Counsel's attorneys' fees, costs, and administration expenses, and Service Awards. The maximum estimated amounts for the deductions from the \$15 million Settlement Fund are as follows: Class Counsel's attorneys' fees (\$4,950,000), costs (\$275,000), notice and administration expenses (\$573,000) and Service Awards (\$15,000). After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$9,187,000) will be divided by the total number of Settlement Class Members (approximately 609,000) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (estimated at \$15.09). If the Settlement is approved, payments or policy credits will automatically be made to Settlement Class Members identified in Farmers' records. If you did not receive a notice by mail or in your email and believe you should be included, visit the website or call the toll-free number below.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 6, 2020**. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Farmers for any claims relating to the lawsuit. If you stay in the Settlement, you may object to it by **May 6, 2020**. The Detailed Notice available at the website or by calling the toll-free number below includes information on how to exclude yourself or object. The Court will hold a hearing on **June 17, 2020** to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees of up to 33% of the Settlement Fund plus Class Counsel's costs and expenses, and Service Awards to the Class Representatives in the amount of \$5,000 each. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, your own expense, to appear or speak for you at the hearing. This Settlement may be terminated by either of the Parties if a related proceeding pending before the California Department of Insurance (the "Department Proceeding") is not dismissed prior to final approval of the Settlement.

For more information regarding the Settlement, call the toll free number or visit the Settlement Website. To obtain a copy of the Judgement (once it is available), visit the Settlement Website.

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EVENTS

Many Mardi Gras events planned in the Bay Area

Here's a sampling of some of the parades, parties and balls that have been scheduled

By Lisa Herendeen
lherendeen@bayareanewsgroup.com

Mardi Gras revelry is upon us, with parades, parties, dinners and balls at venues across the Bay Area. Here's just a sampling.

Mardi Gras Party: 5:30-11:30 p.m. today, Cap's Oak St. Bar and Grill, 144 Oak St., Brentwood. Dress in your Mardi Gras finest for no-host cocktails, dinner and dancing. \$50. bit.ly/2Gzo2xH

Cal Lacrosse Mardi Gras Tailgate: 11:30 a.m.-1:30 p.m. Saturday, California

Memorial Stadium, 210 Stadium Rim Way, Berkeley. Featuring Cajun and Creole classics — gumbo, jambalaya and more — by Angeline's Louisiana Kitchen before Cal faces off against Chapman at 2 p.m. \$20-\$25. bit.ly/37K1h6a

Chelle and Friends Mardi Gras Mambo for Kids: 11 a.m. Saturday, Freight and Salvage, 2020 Addison St., Berkeley. Enjoy a kid-friendly show of vibrant New Orleans-inspired tunes. \$10. chellenfriends.com/

Mardi Gras Carnival — Brass, Beads and Beignets!: 4:30-10 p.m. Saturday, Broadway and Main Street, Redwood City. Music, entertainment, dancing, food and beverages for all ages. Redwoodcitydowntown.com

Italian Carnevale: 3-7 p.m. Sunday, Italian American Heritage Foundation, 425 N. Fourth St., San Jose. Music by Dialetti Imperfetti, dance, food (with Mardi Gras fritters, chiacchiere), exhibits, masks and face painting. \$15-\$30. iahfsj.org

Mardi Gras Parade: 6 p.m. Tuesday, New Parish, 1743 San Pablo Ave., Oakland. Brass bands, pedicabs, guest musicians and more. Parade starts at Henry J. Kaiser Park, at Rashida Muhammed Path and 19th St. Free. bit.ly/37IV22a

Mardi Gras Masquerade Crab Feed: 6-9 p.m. Saturday, 8105 Capwell Drive, Oakland. Wear festive attire and masks for this evening of seafood and entertainment. \$55. bit.ly/31tKx0t

Fat Tuesday in the Fillmore: 5 p.m. Feb. 25-1 a.m. Wednesday. Free blues concert at Fillmore Plaza, 1475 Fillmore St., masquerade ball at 1330 Fillmore St., San Francisco. Featuring blues, a second line procession, creative costumes, good food, colorful beads and more. Tickets for the masquerade ball are \$20-\$125. bit.ly/370I7sB

Petaluma Music Festival Mardi Gras: 5:30 p.m. Tuesday, Lagunitas Brewing Co., 1280 N. McDowell Blvd., Petaluma. Hear the King Street Giants and enjoy a Mardi Gras dinner and party favors. \$17-\$28, kids under 13 get in free. bit.ly/39fxJNN

Carnaval SF Mardi Gras Fat Tuesday Kick-Off: 6-10 p.m. Tuesday, vari-

ous venues in the Mission district, San Francisco. Enjoy live samba, drummers, dancers and lively music from salsa and soca to cumbia and rumba. Wear your costumes, masks and beads. Donations appreciated. bit.ly/2vTzt14

Grace Cathedral's Carnivale Gala Dinner and The Late Night Revelry:

Tuesday, 6 p.m. cocktails, 7:30 p.m. dinner and entertainment. \$250 and up. Late Night Revelry 9:30 p.m.-midnight. Drinks, light bites and music by Jazz Mafia. \$100. Grace Cathedral, 1100 California St., San Francisco. gracecathedral.org/carnivale/

Oakland Mardi Gras: 8 p.m. Tuesday, New Parish, 1743 San Pablo Ave., Oakland. Featuring DJ Platurn, MJ's

Brass Boppers and special guests with authentic New Orleans music, art and food. \$12-\$15. bit.ly/2S3NOK5

EFLYP Mardi Gras Fundraising Dinner: 6:30-9 p.m. Feb. 29, Trinity Lutheran Church, 1323 Central Ave., Alameda. 5:30-6:30 p.m. beverage and snack hour. \$50. bit.ly/2GYcoMW

Murder at the Mardi Gras Masquerade Ball: 5-9:30 p.m. March 21, The Garden-Shoppe, 364 Seventh St., Hollister. New Orleans-style fun, food and drink at the infamous Madison Avenue Mansion, built in the 1800s and rumored to be haunted by ill-spirited ghosts. \$35. bit.ly/20vf16o

Contact Lisa Herendeen at 925-945-4785.

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Can Biden win the Calif. 2020 primary? Poll has Sanders up

BY BRYAN ANDERSON
banderson@sacbee.com

While recent surveys have consistently found Bernie Sanders winning in the Golden State, his lead may not be as big as some might think.

A new poll released by Monmouth University Thursday morning found 24 percent of likely California Democratic primary voters supporting Sanders, compared to 17 percent for former Vice President Joe Biden. The 7-point gap is far narrower than the 18-point lead the Public Policy Institute of California recorded Sanders having on Tuesday.

The viability of Biden's campaign has come into question after poor fourth and fifth place showings in Iowa and New Hampshire, though Californians don't appear too fazed by those results. More than 3 in 4 respondents said the

the outcomes of those elections did not really change their thinking about the upcoming March 3 primary.

But with about 1.3 Californians having voted already, there is room for concern for Biden given his small ground operation and lack of attention to key regions.

As of mid-February, Sanders has 22 offices and 105 staff in the state, while Biden has just one office and at least 20 paid staff members. Michael Bloomberg has a larger footprint with about 20 offices in the state and 400 paid California staff members. Elizabeth Warren has three offices and more than 48 paid workers.

While Biden has visited the state frequently, he hasn't returned to California since Jan. 10. Buttigieg is the only candidate with more California appearances than Biden,

according to a Sacramento Bee analysis of candidate visits.

Bloomberg has steadily gained ground and has support from 13 percent of the poll's respondents, according to Monmouth, though that support could drop after what was widely seen as a poor debate performance in Nevada on Wednesday. He is closely followed by Warren at 10 percent and Pete Buttigieg at 9 percent.

Tom Steyer polled at 5 percent, Amy Klobuchar got 4 percent and Tulsi Gabbard came in last at 2 percent. An additional 13 percent of likely voters are undecided and do not lean toward any particular candidate.

With the exception of Sanders and Biden, no candidate secured at least 15 percent support in either poll. Sanders was the only one above 15 percent in PPIC's poll.

The threshold is critical, as 144 of California's 494 delegates up for grabs will be awarded based on a candidate who can get 15 percent of the statewide vote. An additional 271 will be awarded to those who cross that level within a given congressional district.

The Monmouth University Poll reported a margin of error of 4.9 percentage points based on responses from 408 registered voters who are likely to vote in California's March 3 Democratic presidential election.

The remaining 79 delegates are unpledged party leaders who won't get to vote on the first ballot at the Democratic National Committee's nominating convention this summer.

To win the nomination outright, a candidate needs 1,991 pledged delegates. Sanders was the only candidate on the debate stage in Nevada Tuesday night who said the candidate with the largest share of delegates should win the nomination, even if that's not the necessary majority. All other Democrats on stage left open the possibility of a contested convention that allows someone to win even if they don't have the largest share of primary votes.

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*Bryan Anderson:
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Suspect in Placerville burglary identifies himself as Jesus Christ

BY MICHAEL MCGOUGH
mmcgough@sacbee.com

An alleged burglar who identified himself as Jesus and smashed up a Placerville sporting goods store with a hatchet was arrested this week, police said.

Officers responded around 2:40 a.m.

Tuesday to an alarm triggering at the Big 5 Sporting Goods store on Placerville Drive.

The alarm company "reported multiple glass breaks and a male subject on the phone inside the store claiming to be Jesus Christ," the Placerville Police Department said Thursday in a news release.

Police arrived at the scene to find a hooded man outside the front of the business, where a white Subaru had been used to ram the front door and gain entry, according to the news release.

The suspect then retreated inside the Subaru and closed the door, but officers quickly got him out and took him into custody.

The man, identified by police as Blake Thacker, 32, of Georgetown, was arrested and booked into the El Dorado County jail for commercial burglary.

Store surveillance video showed Thacker driving his Subaru through the doors, gaining entry and using a hatchet to smash glass display counters, according to the Police Department.

"Thacker ransacked the store in what appeared to be random acts of vandalism," the news release said.

Police say the burglary appeared to be related to an earlier incident handled by the El Dorado County Sheriff's Office on Monday evening, in which a man associated with the Subaru had been "banging on the doors at Walmart on Missouri Flat Road," reportedly "demanding a firearm to kill someone."

Thacker remains in custody at the jail for the burglary charge, with bail set at \$10,000.

Anyone with information regarding the case is asked to contact the Placerville Police Department at 530-642-5210.

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Sacramento man arrested in robbery, store clerk assault

BY ROSALIO AHUMADA
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Detectives have arrested a Sacramento man who can be seen on security camera video stealing bottles of alcohol shortly before a Foresthill store employee was violently attacked while trying to stop the theft, the Placer County Sheriff's Office announced Wednesday afternoon.

Vitaliy Blyshchik was arrested on suspicion of robbery and criminal conspiracy in connection with the Feb. 3 store theft, sheriff's officials wrote in a Facebook post.

They also released a video of the store theft; this time blurring the face of a female accomplice. Detectives believe the accomplice appeared to be a minor.

Sheriff's officials said the store employee chased Blyshchik, 20, out of the store before the employee was assaulted by Blyshchik and two other suspects. He also faced a misdemeanor charge of shoplifting, according to jail records. Blyshchik was booked at the jail Tuesday, and his bail was set at \$50,000.

Detectives on Wednesday were still looking for the female accomplice and the getaway driver, who has been described as an "albino" male with blonde hair in a buzz cut. The female with dark hair was wearing a black long-sleeve shirt and black pants.

The theft occurred about 6:30 p.m. Feb. 3, when a male and female walked into Worton's Market along Foresthill Road.

A store security camera captured the theft, as the male suspect tucked two bottles of alcohol under the back of his hooded-sweatshirt. Meanwhile, the female followed him out of the store.

The store employee chased the male, according to sheriff's officials. Another security camera captured the chase through the store's parking lot to a car across the street. A third suspect was waiting in the driver's seat of that car.

Sheriff's officials have said all three suspects attacked the store employee, punching and kicking him in the head.

The suspects then jumped in the getaway car, before the store employee reached through the opened driver's side window and got the driver in a headlock.

The getaway car began to pull away at about 35 mph, as the store employee was still hanging onto the driver, according to sheriff's officials.

The store employee yelled at the driver to slow down, which he did. The store employee then let go of the driver's head.

Paramedics, who were in the store parking lot, helped the store employee, who suffered minor injuries. Sheriff's officials say the getaway car appeared to be a white or silver four-door sedan.

Officials ask anyone with information about the two remaining suspects to call the Placer County Sheriff's Office Investigations Division at 530-889-7830.

Confidential tips also can be submitted by calling Placer County Crime Stoppers at 800-923-8191 or visiting tips.placercrimestoppers.com.

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Amid fallout over writings, NSC adviser relocated

BY JILL COLVIN
Associated Press

WASHINGTON

Victoria Coates, a top official on the National Security Council, is being reassigned amid fallout over the identity of the author of the inside-the-White House tell-all book by "Anonymous."

Coates, who serves as national security adviser for the Middle East and North Africa, will be joining the Department of Energy as a senior adviser to Secretary Dan Brouillette, the NSC announced Thursday.

The move comes amid renewed speculation about the author of the book, "A Warning," and a New York Times essay that were deeply critical of President Donald Trump, written under the pen name "Anonymous."

But a senior administration official insisted the move had nothing to do with the speculation, saying top White House officials reject rumors that have circulated in recent weeks suggesting Coates is the author.

The move, they said, has been in the works for several weeks.

Kansas Air Force base fights 'Erin Brockovich' chemical

BY TARA COPP
tcopp@mccatchydc.com

WASHINGTON

The cancer-linked compound made famous by the movie "Erin Brockovich" has been found in dangerous levels inside an aircraft hangar at McConnell Air Force Base, including its break room, according to documents exclusively obtained by McClatchy.

Hexavalent chromium can be used as an anti-corrosion agent and "it is found in paints and primers used on the KC-135 and to a lesser extent the KC-46," both tanker aircraft that are based at McConnell. Contamination from the chemical compound was documented in multiple base memos from October 2019 to January 2020 that were obtained by McClatchy.

More than 50 personnel may have been exposed to the chemical, an October memo warned. A November test found that an airman had been exposed to levels almost six times higher than the permissible exposure limits set by the Occupational Safety and Health Administration.

Exposure to hexavalent chromium can cause respiratory diseases, kidney, liver or abdominal damage and various cancers, the Occupational Safety and Health Administration has warned.

"The risk of developing

lung, nasal, and sinus cancer increases with the amount of hexavalent chromium inhaled and the length of time the worker is exposed," OSHA said.

While exhaust filters and protective gear should have limited contamination and risk of exposure to the area where painting took place, "we determined that Cr(VI) dust contamination is present on most surfaces

in hangar 1124 North and presents a contact hazard to unprotected workers." The Cr(VI) mentioned in the memo refers to hexavalent chromium.

"Additionally we noted inadequate control of Cr(VI) dust due to the detection of Cr(VI) in the breakroom and on the floor near the shop supervisor's desk," an October 2019 memo reported.

A notice was issued in

October to personnel warning of the hangar contamination and underlined "NO FOOD OR DRINK" are authorized in the North Bay of Hangar 1124."

The base encouraged any personnel who believe they were exposed to the chemical to report it.

Air Force personnel exposed to similar hexavalent chromium contamination at a maintenance

hangar at Keesler Air Force Base in Mississippi have said they think that exposure is responsible for multiple cancer deaths among the maintenance crew that was tasked with removing old paint and corrosion from C-130 "hurricane hunter" aircraft at the base.

McConnell Air Force Base conducted a round of tests at a paint booth area

in the hangar in November 2019, monitoring levels of hexavalent chromium exposure that took place while a service member sprayed aircraft wheel components.

Test results found that the service member, a senior airman, had been exposed to levels of hexavalent chromium that were almost six times higher than the permissible exposure limits set by the Occupational Safety and Health Administration.

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ARIZONA LAWMAKERS END PUSH TO BAN SANCTUARY CITIES

Effort dropped to enshrine measure into constitution

BY BOB CHRISTIE

PHOENIX

Arizona Gov. Doug Ducey and Republican lawmakers have pulled a contentious proposal to enshrine a ban on so-called sanctuary cities in the state constitution.

The decision announced late Thursday comes on the eve of a House hearing on the proposal the Republican governor asked lawmakers to send to voters. A Senate hearing last week erupted in shouting and resulted in the removal of activists who called the proposal racist.

Republican leaders of the House and Senate and the governor's spokesman issued identical statements on the decision.

"We can confirm that legislation related to a constitutional ban on sanctuary cities will not receive additional consideration this session — a decision made jointly by legislative leadership and the Governor," the statement said. "Sanctuary cities are illegal in Arizona. It will remain that way, and our members

will remain vigilant to keep these bad policies out of Arizona."

The proposal announced by Ducey during last month's State of the State address brought back warnings from Democrats about the return to "one of the darkest years in Arizona history" — referencing the 2010 passage of the law known as SB1070, which was designed to crack down on illegal immigration.

The courts upheld the law's ban on sanctuary policies and its key feature: a requirement that police officers, while enforcing other laws, question the immigration status of people suspected of being in the country illegally. Other provisions of the landmark law — such as a requirement that immigrants carry registration papers — were barred by the courts.

The governor had a testy exchange with reporters earlier Thursday who pressed him on what was a clear change in his years-long practice of discouraging divisive immigration legislation. He said he had not changed his stance and shrugged off concerns that boycotts and loss of business that followed passage of SB1070 would occur again.

"The state is booming,"



RICK SCUTERI AP

Republican Arizona Gov. Doug Ducey, in a decision announced Thursday, pulled a proposal to enshrine a ban on sanctuary cities into the state constitution.

the governor said. "I think what would hurt the state's reputation is sanctuary cities, which people have tried to put on the ballot. That's what would hurt the state's reputation. The state's reputation is just fine. We've got people moving here every day."

Ducey cites as his motiva-

tion now a ballot measure to create a sanctuary city in Tucson last November that was widely rejected by voters. City leaders in the Democratic stronghold cited SB1070's ban and the potential loss of state and federal dollars in campaigning against the effort.

Democratic state Sen.

Martin Quezada said Thursday that Ducey has made a major political miscalculation and that's why he was dodging questions on "a huge change" in policy. He predicted a fast retreat by the governor.

"I think he saw what happened in Tucson and he

thought 'Hey, this is low-hanging fruit and I can slam-dunk an issue that's really big with the Trump crowd and with the extreme element of his political base, and it's going to pass easily if it gets to the ballot,'" Quezada said before the decision to pull the proposal was announced. "He didn't really think it through, because the reality is the people in general are kind of sick of this stuff, and I think he's going to start backtracking very soon."

On Thursday afternoon, the governor showed no hint that he would back down, or that he had changed his position on avoiding contentious immigration issues that had damaged the state's economy and reputation a decade ago.

Ducey spent his first years in office working to repair the state's reputation and business ties with Mexico.

"There is no change. This has been consistent," he said. "I've been promoting Arizona, making sure I've differentiated us from California at every turn. Lower taxes, lighter regulation, public safety, border security. ... I've been against sanctuary cities, and it's not a sea change."

Christie writes for The Associated Press.

SHERIFF'S DEPT. TO COMPLY WITH FEDERAL SUBPOENAS

BY DAVID HERNANDEZ

The San Diego County Sheriff's Department is set to turn over to a federal immigration agency information about four Mexican men wanted for deportation — a move the department said was an obligation in the face of "lawfully issued subpoenas" served last week.

U.S. Immigration and Customs Enforcement served the subpoenas last Friday, seeking jail and arrest records for the four men, two of whom are in county custody and two of whom were recently released.

The men were arrested on charges including sexual assault of a child, robbery, battery of a spouse and assault with force.

The subpoenas, which are the first of their kind in the state, are part of a new Trump administration tactic that ICE has characterized as necessary to obtain information in cities and states with laws in place that broadly limit cooperation between local law enforcement agencies and federal immigration agencies such as the Department of Homeland Security, which includes ICE.

"While the Sheriff's Department does not enforce immigration laws, we are obligated to comply with lawfully issued subpoenas," the department said in a statement.

The statement noted that while the California Values Act, which limits co-

operation with DHS, does not contain explicit language that prohibits or authorizes compliance with lawful federal subpoenas, the agency "is using federal statutory authority" to compel the Sheriff's Department to provide the requested records.

Failing to do so could land the department in contempt of court.

Sheriff Bill Gore did not provide further comment Thursday evening. The department said he would be available to answer questions this morning.

ICE previously said it lodged immigration detainees with the Sheriff's Department for all four men, which were ignored "due to California sanctuary state

laws." The Sheriff's Department's statement noted that the subpoenas seek documents, not detainees or the transfer of detainees to ICE custody.

ICE began issuing subpoenas to other law enforcement agencies last month. The response has been mixed. In Denver, U.S. Department of Justice attorneys on Feb. 6 filed a motion on behalf of ICE to compel Denver's sheriff to comply with subpoenas after the city refused, according to news reports. In Oregon, the Washington County Sheriff's Office on Tuesday said it would comply with subpoenas it received from ICE.

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WORLD

SAUDI ARABIA

Pompeo's visit focuses on Iranian threats

By Abdullah al-Shihri
and Aya Batrawy

RIYADH, Saudi Arabia — Secretary of State Mike Pompeo met with Saudi Arabia's King Salman and the crown prince on Thursday to discuss shared security interests in the Gulf and threats from Iran. He also toured a sprawling desert air base in Saudi Arabia where a few thousand U.S. troops are deployed as part of a wider effort by the Trump administration to stymie Iran's regional reach.

Ahead of his arrival in the capital Riyadh, Pompeo said he'd also raise with the Saudi leadership concerns about human rights and the cases of dual Saudi-American citizens.

Some of these American citizens have been imprisoned in the kingdom as part of a wider crackdown on perceived critics of Crown Prince Mohammed bin Salman. They include Badr al-Ibrahim, a writer and physician, and Salah al-Haidar, whose mother is prominent women's rights campaigner Aziza al-Yousef who faces trial for her activism.

Others are barred from leaving Saudi Arabia, like Walid Fitaihi, a Boston-area physician who was swept up in an anti-corruption campaign launched by the crown prince in late 2017.

"The Saudis share our strategic objectives. They are an important ally and partner," Pompeo told reporters Thursday.

"At the same time we continue to make clear our expectations with respect to a broad range of human rights issues," he added.

In between his meetings with the king and crown prince, Pompeo met with U.S. military commanders at a Saudi air base where some 2,500 U.S. troops have been stationed since the summer.

The U.S. military presence in



Andrew Caballero-Reynolds / AFP via Getty Images

Secretary of State Mike Pompeo meets with Crown Prince Mohammed bin Salman at Iqrah Palace in the Saudi capital of Riyadh.

the kingdom at the Prince Sultan Air Base includes a squadron of U.S. Air Force F-15E fighters that fly daily missions over Iraq and Syria and two American Patriot missile batteries prepared to knock down any Iranian attack against the Saudi kingdom.

Pompeo said the American military presence is a form of deterrence against Iran "to deliver us to a place where I, as secretary of state, can get the diplomatic outcome that the president is seeking."

American troops were sent to Saudi Arabia as part of the Trump administration's efforts to beef up the United States'

military presence in the Middle East in response to escalating tensions between Washington and Tehran following President Trump's decision to pull the U.S. out of Iran's nuclear agreement with world powers and impose sanctions on the country.

Saudi Arabia and the U.S. have blamed Iran for a stunning attack last summer against Saudi oil facilities that temporarily halved the kingdom's daily crude production, an apparent retaliation for sanctions on Iranian oil exports. Iran denies involvement and its allied Yemeni rebel Houthi group says they were behind

the attack.

Pompeo reiterated again Thursday that Iran was behind that attack, saying: "No reasonable person has any doubt about where these missiles came from."

Saudi Arabia is a decades-long U.S. ally, but that relationship was rocked by the 2018 killing of Saudi dissident and Washington Post columnist Jamal Khashoggi in the Saudi consulate in Istanbul. Congress has also harshly criticized Saudi Arabia for its war in Yemen, which has led to the world's worst humanitarian disaster.

The kingdom, however, remains the biggest buyer of U.S.

military arms and Crown Prince Mohammed has cultivated a relationship with Trump's son-in-law and senior adviser on Mideast policy, Jared Kushner.

During his time in Riyadh, Pompeo also met Thursday with a group of Saudi women business leaders with Saudi Arabia's ambassador to the U.S., Princess Reema bint Bandar Al Saud. Pompeo departs Friday for Oman, a close U.S. ally that has ties with both Saudi Arabia and Iran.

Abdullah al-Shihri and Aya Batrawy are Associated Press writers.



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ISRAEL

Police to investigate failed company of leader's rival

By Tia Goldenberg

JERUSALEM — Israeli prosecutors on Thursday announced the opening of a criminal investigation into the failed start-up of Prime Minister Benjamin Netanyahu's challenger, shaking up the final days of what has been a bitter and tumultuous election campaign.

The announcement did not say whether Benny Gantz is a suspect. But it came less than two weeks before the March 2 election and during a campaign in which Gantz's Blue and White party has painted itself as a clean and scandal-free alternative to Netanyahu, who is

to go on trial for corruption next month.

In a statement, the Justice Ministry said that after examining documents and considering other evidence, "the acting state prosecutor has decided to move the subject of the suspicions surrounding the company 'Fifth Dimension' to a criminal investigation."

"The investigation will be conducted by Israeli police," it added.

After retiring from the army, Gantz headed Fifth Dimension, a cybersecurity company that entered talks with Israeli police over the sale of its product. According to Israel's state comptroller, a govern-

mental watchdog, the police may have violated acquisition laws by granting the company a multi-million-dollar contract without a public tender. Fifth Dimension later went bankrupt.

"It all sounds like political pressure to get this thing on the public's agenda," Gantz told Israel's Army Radio. "I am totally at ease. This was checked in the past and no criminal suspicion was found."

Gantz and Netanyahu are locked in a tight race, the third vote in less than a year after two elections in 2019 ended inconclusively.

Tia Goldenberg is an Associated Press writer.

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Photo wins award for RJ's Stevens

Las Vegas Review-Journal

Review-Journal photographer Chase Stevens earned an Award of Excellence in the prestigious 2019 Pictures of the Year International competition.

Stevens' photo captured young players putting on their hats after the national anthem during an opening day celebration for the third season of Bolden Little League at Doolittle Field in Las Vegas.

The league, sponsored by the Metropolitan Police Department and other organizations, was established in 2017 as a way to engage vulnerable youth and build a better relationship with the Historic Westside community near downtown Las Vegas.

"This is the age we want to reach



Chase Stevens



Chase Stevens Las Vegas Review-Journal @csstevensphoto file

them to show them police aren't the bad guys. Police are your friends," Metro homicide Capt. Robert Plummer said in a 2018 interview about the league.

Pictures of the Year is an awards program of the Donald W. Reynolds Journalism Institute at the Missouri

School of Journalism.

Stevens said he was honored to receive the award, which came in the recreational sports category of the 77th annual competition.

"The coolest part of it is that it's a picture that highlights the community in Las Vegas coming together for

something that's not a major sporting event on the Strip," Stevens said.

"It's somewhere that's incredibly underserved and that's all the more reason to highlight these stories and programs to show that people are working to make a difference in areas that need it."

District didn't halt ex-teacher's abuse, suit says

She's on probation for conduct with student

By Aleksandra Appleton
Las Vegas Review-Journal

A former West Career and Technical Academy student is suing the Clark County School District and his former teacher over the latter's inappropriate pursuit of a sexual relationship with him, charging that the district could have stopped her but failed to thoroughly investigate the matter.

A complaint filed on Feb. 14 in District Court in Las Vegas by the student through his attorney, Dale Hayes, details events that led to the arrest of math teacher Renee Rine, who pleaded guilty in August to one count of child abuse, neglect or endangerment, and one count of attempted sexual

conduct between certain employees or volunteers of the school and pupils. (The Las Vegas Review-Journal does not typically identify victims of sex crimes and is not publishing the victim's name in this case.)

The interactions began in 2015, according to the lawsuit, when Rine would inappropriately touch the student's arms and chest, eventually culminating in a confrontation in the teacher's classroom where she allegedly confessed to having sexual fantasies about the high school junior.

The lawsuit claims that Rine referenced this conversation in a subsequent email to the student, and states that CCSD could have stopped Rine's behavior during an early investigation into the teacher's conduct, had administrators followed up on the student's report that his email conversations with Rine were exchanged over school accounts.

"An investigation of the emails would have put an end to the entire matter," the complaint states. "Rather than check Rine's emails for inappropriate content, (West Career & Technical Academy Dean Jan) Snipes filed a report with CCSD police and the entire matter was swept under the rug."

The complaint states Rine then directed the student to delete any incriminating emails, but sent him explicit texts and photos from a Snapchat account throughout 2017. Though the student attempted to cut off contact on multiple occasions, the complaint says, Rine continued to communicate with him, eventually demanding that he meet her in a hotel room in early 2018.

The lawsuit states the plaintiff has

suffered anxiety and depression as a result of Rine's conduct over three years, as well as ostracization and embarrassment because other students at the school knew what was happening.

The plaintiff is asking for damages against Rine and the district.

Hayes, the plaintiff's attorney, did not return a request for comment. Lawyers who represented Rine during her criminal case did not return requests for comment. Rine's prison sentence was suspended and she was sentenced to probation for up to five years.

CCSD representatives said the district does not comment on pending litigation.

Contact Aleksandra Appleton at 702-383-0218 or aappleton@reviewjournal.com. Follow @aleksappleton on Twitter.



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Red Bluff police identify suspect in officer-involved shooting

Damon Arthur Redding Record Searchlight
USA TODAY NETWORK

Red Bluff police on Thursday identified the man who was shot and killed by officers early Wednesday morning outside an apartment complex.

The man was identified as 38-year-old Alex Francisco Vazquez of Red Bluff.

Police shot the man after he fired at officers, investigators said. The man was taken to St. Elizabeth Hospital in Red Bluff, where he later died.

None of the officers were injured. Their names were

not released.

Police said they are still going through numerous video recordings of the incident and they are working to expedite release of the officers' body camera footage and provide a more detailed account of what happened during the shooting.

Free USC tuition to students with \$80K or less family income

ASSOCIATED PRESS

LOS ANGELES — The University of Southern California will phase in free tuition for undergraduate students from families with an annual income of \$80,000 or less, USC President Carol L. Folt announced Thursday.

As part of the initiative, ownership of a home will not be counted in determining a student's financial need to attend the Los Angeles private college with 20,500 undergraduates, where tuition and living expenses are above \$77,000 annually.

The changes will be phased in beginning with first-year students entering USC in the fall of 2020 and the spring of 2021, USC said.

The university also said it will increase undergraduate financial aid by more than \$30 million annually. When fully implemented, the expansion will allow USC to provide stronger financial assistance to more than 4,000 students every year.

An undergraduate's estimated full-time, two-semester tuition for 2019-2020 is \$57,256, according to USC's cost and financial aid website. Adding fees, housing, meals, books, supplies, transportation and miscellaneous costs boosts the total to \$77,459. For students living with parents or relatives the total estimate is \$64,715.

In comparison, the estimated annual average cost for a California resident undergraduate living on campus at the nine public University of California colleges is \$36,100. The cost for a student living off campus averages \$33,200.



Firefighters work to extinguish a blaze at the public library in Porterville on Tuesday. Two firefighters were killed. CHARLES WHISNAND/THE PORTERVILLE RECORDER VIA AP

Blaze

Continued from Page 7A

4:15 p.m. Tuesday. Porterville is located 50 miles north of Bakersfield in the San Joaquin Valley.

Staff called 911 when they noticed flames in the

children's section of the library, which has about 77,000 books.

Flames shot through the library's roof, which later collapsed. The library is located about a block from the fire department.

The library was built in 1953 and did not have sprinklers, said Fire Department Capt. Joanne Bear.

Renters

Continued from Page 7A

erty that tenants are already renting. It would not apply to single-family homes occupied by the owner, the statement said. In addition to giving tenants the right to make the first offer and right of first refusal on the property they live in, the plan would also allow tenants to assign their rights to "a qualified affordable housing developer to purchase on their behalf," the statement said.

A homeowners group said while the plan is meant to target greedy corporate landlords, it would end up penalizing individual homeowners by placing a variety of constraints on selling property.

"What if I want to sell my home to an uncle, cousin or friend, and not my tenant? I should be allowed to do that," said Krista Gulbransen, executive director of the Berkeley Property Owners Association, which represents about 1,200 homeowners.

Gulbransen said the new policy would potentially drag out the length of a sale for months while a tenant tries to secure financing that could ultimately fall through. The group plans to meet with the mayor next week.

"Our biggest concern is how this impacts the smaller owner," she said.

California's homeless crisis took center stage Wednesday when Newsom devoted his entire State of the State speech to the issue, calling the situation in which thousands of people live on California's streets "a disgrace."

He urged state lawmakers to make it easier for local authorities to force the mentally ill into treatment, ease the state's famously strict environmental regulations to speed up construction of homeless shelters and come up with a new permanent funding

source for homeless services to replace the state's habit of relying on fluctuating one-time surpluses.

Berkeley's idea is the latest creative solution proposed to ease California's housing crisis, though some of the details remained unclear, such as whether property owners would have to accept lower bids from tenants.

It's similar to a state proposal introduced last month by Sen. Nancy Skinner, a Democrat from Berkeley, that aims to reduce the number of empty homes in California by giving tenants the right of first refusal to buy foreclosed properties. That plan would allow cities and counties to fine corporations that let their properties sit vacant for more than 90 days and allow local governments to seize the properties to use them for affordable housing.

Skinner's bill was inspired by the plight of a group of homeless women known as Moms 4 Housing who took up residence in a vacant three-bedroom Oakland home to call attention to the housing crisis and protest the methods of speculators who snap up distressed homes and leave them empty.

The Oakland women have said nobody should be homeless when investment companies are buying and fixing up properties to sell at profit. The house they occupied and were evicted from in January is owned by Wedgewood Inc., a Southern California real estate investment group that bought it at a foreclosure auction last year for just over \$500,000.

Wedgewood later agreed to sell the property to a nonprofit organization that acquires land and property for affordable housing, which could give the women a chance to buy it. The company also agreed to offer a right of first refusal on all 50 of the properties it owns in Oakland.

One of the Oakland women, Dominic Walker, joined Arreguin on Thursday along with other affordable housing groups.

LEGAL NOTICE

If You Purchased Automotive Vehicle Insurance from Farmers from August 18, 2015 to March 31, 2017, You May Be Eligible for a Payment from a Class Action Settlement.

Para una notificación en Español, visitar www.FarmersPriceOptimizationSettlement.com.

A \$15,000,000 settlement has been reached in a class action lawsuit alleging that Farmers Insurance Exchange and Mid Century Insurance Company ("Farmers") used optimization/elasticity of demand (a method of taking into account an individual's or class's willingness to pay a higher premium relative to other individuals or classes) as a rating factor when setting insurance rates, and that this method violated California law. Farmers denies the allegations in the lawsuit and denies that it did anything wrong. The Court has not decided who is right. Those included in the Settlement Class have legal rights and options, such as receiving settlement benefits or excluding themselves from or objecting to the settlement.

WHO IS INCLUDED? The Settlement Class includes all California Policy Holders of Defendants Farmers Insurance Exchange ("FIE") and Mid-Century Insurance Company ("Mid-Century") who: (1) had 9 or more years of tenure/persistence as a FIE and/or Mid-Century policyholder as of August 18, 2015 or who reached 9 or more years of tenure/persistence as a FIE and/or Mid-Century policyholder on or before March 31, 2017, and (2) were FIE and/or Mid-Century policyholders at any time during the period extending from August 18, 2015 through March 31, 2017.

SETTLEMENT BENEFITS. Farmers will pay \$1.5 million to a Settlement Fund to make payments or give policy credits to eligible Settlement Class Members as well as to pay Class Counsel's attorneys' fees, costs, notice and administration expenses, and Service Awards. The maximum estimated amounts for the deductions from the \$1.5 million Settlement Fund are as follows: Class Counsel's attorneys' fees (\$4,950,000), costs (\$275,000), notice and administration expenses (\$573,000) and Service Awards (\$15,000). After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$9,187,000) will be divided by the total number of Settlement Class Members (approximately 609,000) to calculate the payment amount for each Settlement Class Member. All Settlement Class Members will receive an equal payment amount (estimated at \$15,000). If the Settlement is approved, payments or policy credits will automatically be made to Settlement Class Members identified in Farmers' records. If you did not receive a notice by mail or in your email and believe you should be included, visit the website or call the toll-free number below.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 6, 2020**. If you do not timely exclude yourself, you will release any claims you have and will not be able to sue Farmers for any claim relating to the lawsuit. If you stay in the Settlement, you may object to it by **May 6, 2020**. The Detailed Notice available at the website or by calling the toll-free number below includes information on how to exclude yourself or object. The Court will hold a hearing on **June 17, 2020** to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees of up to 33% of the Settlement Fund plus Class Counsel's costs and expenses, and Service Awards to the Class Representatives in the amount of \$5,000 each. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. This Settlement may be terminated by either of the Parties if a related proceeding pending before the California Department of Insurance (the "Department Proceeding") is not dismissed prior to final approval of the Settlement.

For more information regarding the Settlement, call the toll free number or visit the Settlement Website. To obtain a copy of the Judgement (once it is available), visit the Settlement Website.

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Record Searchlight
PART OF THE USA TODAY NETWORK

Attachment 5

Harris v Farmers
Banner Advertisement

300x250 Online Display Banner –

Frame 1: Visible for 7 seconds.

**If you purchased
automotive vehicle
insurance from
Farmers from
August 18, 2015
to March 31, 2017,**

Frame 2: Visible for 7 seconds.

**you may be eligible for
a payment from a Class
Action Settlement.
To learn more, visit:
[www.FarmersPrice
OptimizationSettlement.com](http://www.FarmersPriceOptimizationSettlement.com)**

Desktop Right Column Banner for Facebook –

Static Ad

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Settlement**

Class Action Settlement
www.FarmersPriceOptimizationSettlement.com
Farmers auto insurance purchasers from
8/18/15 to 3/31/17, may be eligible for a
payment.

Attachment 6

Harris v Farmers - Sponsored Search Keywords

Farmers Auto Class Action
Farmers Auto Class Action Settlement
Farmers Auto Insurance Class Action
Farmers Auto Insurance Class Action Settlement
Farmers Auto Insurance Lawsuit
Farmers Auto Insurance Litigation
Farmers Auto Insurance Settlement
Farmers Auto Insureds Class Action
Farmers Auto Insureds Class Action Settlement
Farmers Auto Insureds Lawsuit
Farmers Auto Insureds Litigation
Farmers Auto Insureds Settlement
Farmers Auto Lawsuit
Farmers Auto Litigation
Farmers Auto Settlement
Farmers Automotive Class Action
Farmers Automotive Insurance Class Action
Farmers Automotive Insurance Lawsuit
Farmers Automotive Insurance Litigation
Farmers Automotive Insurance Settlement
Farmers Automotive Insureds Class Action
Farmers Automotive Insureds Lawsuit
Farmers Automotive Insureds Litigation
Farmers Automotive Insureds Settlement
Farmers Automotive Lawsuit
Farmers Automotive Litigation
Farmers Automotive Settlement
Farmers Class Action
Farmers Insurance Class Action
Farmers Insurance Settlement
Farmers Insureds Class Action
Farmers Insureds Lawsuit
Farmers Insureds Litigation
Farmers Insureds Settlement
Farmers Settlement
Farmers Vehicle Class Action
Farmers Vehicle Lawsuit
Farmers Vehicle Litigation
Farmers Vehicle Settlement
Harris Auto Class Action
Harris Auto Class Action Settlement
Harris Auto Insurance Class Action
Harris Auto Insurance Class Action Settlement
Harris Auto Insurance Lawsuit
Harris Auto Insurance Litigation

Harris Auto Insurance Settlement
Harris Auto Insureds Class Action
Harris Auto Insureds Class Action Settlement
Harris Auto Insureds Lawsuit
Harris Auto Insureds Litigation
Harris Auto Insureds Settlement
Harris Auto Lawsuit
Harris Auto Litigation
Harris Auto Settlement
Harris Automotive Class Action
Harris Automotive Class Action Settlement
Harris Automotive Insurance Class Action
Harris Automotive Insurance Class Action Settlement
Harris Automotive Insurance Lawsuit
Harris Automotive Insurance Litigation
Harris Automotive Insurance Settlement
Harris Automotive Insureds Class Action
Harris Automotive Insureds Class Action Settlement
Harris Automotive Insureds Lawsuit
Harris Automotive Insureds Litigation
Harris Automotive Insureds Settlement
Harris Automotive Lawsuit
Harris Automotive Litigation
Harris Automotive Settlement
Harris Class Action
Harris Class Action Settlement
Harris Farmers Auto Insurance Settlement
Harris Farmers Auto Insureds Settlement
Harris Farmers Auto Settlement
Harris Farmers Automotive Insurance Settlement
Harris Farmers Automotive Insureds Settlement
Harris Farmers Automotive Settlement
Harris Farmers Insurance Settlement
Harris Farmers Insureds Settlement
Harris Farmers Settlement
Harris Farmers Vehicle Settlement
Harris Insurance Class Action
Harris Insurance Class Action Settlement
Harris Insurance Lawsuit
Harris Insurance Litigation
Harris Insurance Settlement
Harris Insureds Class Action
Harris Insureds Class Action Settlement
Harris Insureds Lawsuit
Harris Insureds Litigation
Harris Insureds Settlement
Harris Lawsuit

Harris Litigation

Harris Settlement

Harris v Farmers

Harris v Farmers Class Action

Harris v Farmers Lawsuit

Harris v Farmers Litigation

Harris Vehicle Class Action

Harris Vehicle Lawsuit

Harris Vehicle Litigation

Harris Vehicle Settlement

Attachment 7



Harris v. Farmers Insurance
Opt Out Report

Opt Out Number	Tracking Number	Name
1	38253	VIRGINIA PAKIN
2	71490	VLADIMIR SKOROBUKH
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 TINCER
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 MUÑOZ
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

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 715 Fremont Avenue, Suite A, South Pasadena, CA 91030.

On May 21, 2020, I caused the service of the following document(s) described as:

**DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF SETTLEMENT NOTICE PLAN**

to the person(s) listed on the Service List.

x [By E-MAIL or ELECTRONIC TRANSMISSION VIA CASE ANYWHERE]

Pursuant to a court order, I electronically transmitted the document(s) listed above via Case Anywhere to the individual(s) listed on the Service List. The Case Anywhere system sends an e-mail notification of the electronic transmission to the parties and counsel of record who are registered with the Case Anywhere system.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 21, 2020, at 7 South Pasadena, California.

Kristina Akopyan

SERVICE LIST

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