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**FILED**  
Superior Court of California  
County of Los Angeles

OCT 26 2020

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK  
BY *[Signature]* Deputy  
MARIBEL MATA

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

ROGER HARRIS, DUANE BROWN, AND  
BRIAN LINDSEY,

Plaintiffs,

v.

FARMERS INSURANCE EXCHANGE AND  
MID CENTURY INSURANCE COMPANY,

Defendants.

Case No. BC579498

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

**[PROPOSED] JUDGMENT**

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

RECEIVED

OCT 14 2020

Room 106

**[PROPOSED] JUDGMENT**

1809072020

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

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

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

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

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

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

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

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

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

17         7. The Court hereby approves the Settlement Amount of \$15,000,000 (non-  
18 reversionary) and directs the Parties to effectuate the Settlement and make payment to  
19 Settlement Class Members according to the Settlement's terms as set forth in the Court's Final  
20 Approval Order. The Court further orders the payment of the Settlement Class Member  
21 Payments to begin no later than ten (10) days after the Effective Date. The Effective Date, as  
22 defined in the Settlement, requires the expiration of the deadline for seeking appellate review of  
23 the Final Order and Judgment (60 days) or, if appealed, the appellate courts foreclose any  
24 possibility of further review.

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

- 27             a. All Policy Holders of Defendants Farmers Insurance Exchange ("FIE") and  
28                 Mid Century Insurance Company ("MCA") who: (1) had 9 or more years of

1 tenure/persistency as a FIE and/or MCA policyholder as of August 18, 2015  
2 or who reached 9 or more years of tenure/persistency as a FIE and/or MCA  
3 policyholder on or before March 31, 2017, and (2) were FIE and/or MCA  
4 policyholders of Defendants at any time during the period extending from  
5 August 18, 2015 through March 31, 2017.

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

10 9. The Settlement Class members listed on Exhibit 1 to this Final Judgment have  
11 properly and timely opted-out of the Settlement and are therefore not bound by the Settlement,  
12 Releases, Final Approval Order or Final Judgment. As of ten (10) days following the Effective  
13 Date, Plaintiffs and each Settlement Class Member, each on behalf of itself and on behalf of its  
14 respective heirs, assigns, beneficiaries, and successors ("Releasing Parties"), shall automatically  
15 be deemed to have fully and irrevocably released and forever discharged Farmers and each of  
16 its present and former parents, subsidiaries, divisions, affiliates, predecessors, and assigns, and  
17 the present and former directors, officers, employees, agents, insurers, members, attorneys,  
18 advisors, consultants, representatives, partners, joint venturers, independent contractors,  
19 wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of  
20 them ("Released Parties"), of and from any claims that were or could have been alleged based  
21 on the facts pleaded in the First Amended Complaint dated October 29, 2015 and/or any  
22 subsequent amended complaint filed in conjunction with the Court's approval of the Settlement  
23 ("Released Claims"). The Releases are conditioned upon Farmers' complete and timely  
24 provision of the portions of the Settlement Amount necessary to pay the Settlement Class  
25 Member Payments (whether via check or policy credit). Absent the same, the Releases will not  
26 be effective.

27 10. The Court finds and orders that the Settlement is and constitutes a fair,  
28 reasonable and adequate compromise of the Released Claims.

1           11.    The Court hereby confirms Plaintiffs Roger Harris, Duane Brown, and Brian  
2 Lindsey as Class Representatives.

3           12.    The Court hereby confirms Mehri & Skalet PLLC; Tycko & Zavareei LLP; and  
4 Berger Montague, PC as Class Counsel.

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

7           14.    The Court hereby approves and orders Service Awards to Plaintiffs Roger  
8 Harris, Duane Brown, and Brian Lindsey in the amount of \$15,000 (\$5,000 each) from the  
9 Settlement Amount for their efforts on behalf of the Settlement Class, based on a finding that  
10 such amounts represent an appropriate payment for their service to the Settlement Class;

11           15.    Pursuant to the terms of the Settlement, and as set forth in the Court's Order  
12 Granting Motion for Final Approval of Class Action Settlement, the Court hereby awards Class  
13 Counsel attorneys' fees in the amount of \$4,950,000, and attorneys' costs in the amount of  
14 \$233,877.81, from the Settlement Amount as final payment for and complete satisfaction of any  
15 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person  
16 or entity related to the present lawsuit (the "Fee & Expense Award").

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

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

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

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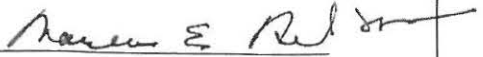
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19. The Court finds that no just reason exists for delay in entering this Final Judgment and, accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment.

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

Date: 10/26/2020



HON. MAREN E. NELSON  
Judge of the Superior Court

10/30/2020

10/30/2019

# EXHIBIT 1



Harris v. Farmers Insurance  
Opt Out Report

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

10/30/2019



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

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**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.

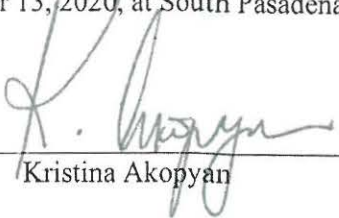
On October 13, 2020, I caused the service of the following document(s) described as:

**[PROPOSED] JUDGMENT**

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

**[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 October 13, 2020, at South Pasadena, California.

  
\_\_\_\_\_  
Kristina Akopyan

10/26/2020

**SERVICE LIST**

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<p>Peter Kahana, Esq. pkahana@bm.net Jeff Osterwise, Esq. josterwise@bm.net <b>BERGER &amp; MONTAGUE, P.C.</b> 1818 Market Street, Suite 3600 Philadelphia, PA 19103 Tel.: (215) 875-3000 Fax: (215) 875-4613</p> <p><i>Class Counsel</i></p>	<p>James C. Castle, Esq. jcastle@mail.hinshawlaw.com <b>HINSHAW &amp; CULBERTSON, LLP</b> 633 West Fifth Street, 47<sup>th</sup> Floor Los Angeles, CA 90071 Tel.: (213) 614-7343 Fax: (213) 614-7399</p> <p><i>Attorneys for Defendants</i> Farmers Insurance Exchange and Mid Century Insurance Co.</p>
<p>Hassan A. Zavareei, Esq. hzavareei@tzlegal.com Andrea Gold, Esq. agold@tzlegal.com <b>TYCKO &amp; ZAVAREEI LLP</b> 1828 L Street, NW Washington, DC 20036 Tel.: (202) 973-0900 Fax: (202) 973-0950</p> <p><i>Class Counsel</i></p>	<p>Harvey Rosenfield, Esq. harvey@consumerwatchdog.org Pamela Pressley, Esq. pam@consumerwatchdog.org <b>CONSUMER WATCHDOG</b> 6330 San Vicente Blvd, Suite 250 Los Angeles, CA 90048 Tel.: (213) 897-2000 Fax: (213) 897-5775</p> <p><i>Attorneys for Consumer Watchdog</i></p>
<p>Jay Angoff, Esq. jay.angoff@findjustice.com Cyrus Mehri, Esq. Cyrus@findjustice.com <b>MEHRI &amp; SKALET PLLC</b> 1250 Connecticut Ave. NW, Suite 300 Washington, DC 2003 Tel.: (202) 822-5100 Fax: (202) 822-4997</p> <p><i>Class Counsel</i></p>	<p>Laura Robbins, Esq. laura.robbins@doj.ca.gov Andrea Schoor, Esq. andrea.schoor@doj.ca.gov <b>CALIFORNIA DEPARTMENT OF JUSTICE</b> 300 South Spring Street, Suite 1702 Los Angeles, CA 90013 Tel.: (213) 897-2000 Fax: (213) 897-5775</p> <p><i>Attorneys for California Department of Insurance, Dave Jones, in his capacity as Insurance Commissioner of the State of California</i></p>