

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

MAY 25 2021

Sherri K. Carter, Executive Officer/Clerk

By , Deputy  
Pedro Martinez

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

CRAIG STREIT, ERIC LUCAN, and ) Case No.: BC434852  
DOROTHY SUSMAN, individually )  
and on behalf of all others )  
similarly situated, )  
Plaintiff, )  
vs. ) FIRST AMENDED  
JUDGMENT  
FARMERS GROUP, INC., dba )  
FARMERS UNDERWRITERS )  
ASSOCIATION, a Nevada )  
Corporation; FIRE INSURANCE )  
EXCHANGE; a California )  
reciprocal insurance exchange, )  
dba FARMERS UNDERWRITERS )  
ASSOCIATION, a Nevada )  
Corporation; MID-CENTURY )  
INSURANCE COMPANY, a California )  
Corporation, FIRE UNDERWRITERS )  
ASSOCIATION, a California )  
Corporation, and DOES 2 to 50, )  
inclusive, )  
Defendants. )

1 The Court finds as follows:

2 A. By Orders of May 11, 2015, June 18, 2019, January 19,  
3 2021, and February 4, 2021, respectively, the Court granted  
4 Plaintiffs' first and second motions for class certification,  
5 granted Plaintiffs' motion for preliminary approval of the  
6 settlement, and amended the order granting preliminary approval  
7 of the Second Amended Class Action Settlement Agreement  
8 ("Settlement Agreement").  
9

10 B. The Court granted final approval of the Settlement  
11 Agreement on May 17, 2021, with 14 opt-outs (Lori Creech,  
12 Michael Dick, Robert Druce, Lane Dubroff, James Dunker, Elaine  
13 Flores, Alena Fong, Jeffrey Gwinn, Doris Heller, Florencia  
14 Hernandez, Geoffrey Marcus, Irma Ocampo, Elva Pringle and Susan  
15 Vogt), and found that the Settlement Agreement was fair,  
16 adequate and reasonable.

17 C. The Court defined the certified class as "all persons  
18 and entities who purchased Farmers Policies, effectuated a Mid-  
19 Term Termination, and whose return of premium was calculated on  
20 basis other than pro rata, or, alternatively expressed as, the  
21 persons and entities described in this definition to whom  
22 Defendants charged a Short Rate Penalty for their election to  
23 effect a Mid-Term Termination of their Farmers Policies, within  
24 the applicable statutes of limitations through and including the  
25 date of judgment."

1 IT IS ORDERED, ADJUDGED AND DECREED as follows:

2 1. Plaintiff Craig Streit, Eric Lucan, and Dorothy  
3 Susman, individually and on behalf of all others similarly  
4 situated, shall take from Defendants Farmers Group, Inc., dba  
5 Farmers Underwriters Association, Fire Insurance Exchange; dba  
6 Farmers Underwriters Association, Mid-Century Insurance Company,  
7 Fire Underwriters Association, as set forth in the Parties'  
8 Settlement Agreement and the Court's approval order entered May  
9 17, 2021.

10 2. Defendants shall pay Plaintiffs the Gross Settlement  
11 Amount of \$20,000,000. The Net Settlement Amount  
12 (\$12,994,743.48) is the Gross Settlement Amount minus the  
13 following:  
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15 a. \$6,666,666.67 (33 1/3%) for attorney fees to  
16 Class Counsel, Eppsteiner Law, APC and Kralowec Law, PC  
17 (Eppsteiner Law, APC agreed to pay a flat-fee component of  
18 \$25,000 and to reimburse Kralowec Law, PC's out-of-pocket  
19 expenses, with the remaining fees and expenses recoverable on a  
20 contingency-fee basis);

21 b. \$278,589.85 for litigation costs to Class  
22 Counsel;

23 c. \$60,000 for Service Awards to the Class  
24 Representatives: \$35,000 to Craig Streit, \$15,000 to Eric  
25 Lucan, and \$10,000 to Dorothy Susman);

1        3. Pursuant to paragraph 38 of the approved Settlement  
2 Agreement, the Releasing Parties, their heirs, trustees,  
3 executors, administrators, principals, beneficiaries, agents,  
4 assigns and successors will be subject to and shall be bound by  
5 the order of Final Judgment and will conclusively be deemed to  
6 have fully and finally released, acquitted and forever  
7 discharged, to the fullest extent permitted by law, all of the  
8 Released Persons from the Settled Claims, and the release shall  
9 go into effect as of the date the Releasing Party negotiates his  
10 or her settlement check.

11  
12        4. Pursuant to paragraph 41 of the approved Settlement  
13 Agreement, no Class Member shall have any claim against the  
14 Parties, any of the Released Parties, the Parties' counsel, the  
15 Settlement Administrator, or any of their agents relating to or  
16 arising out of any distributions or lack thereof made in  
17 accordance with the terms of the Settlement, as approved by the  
18 Court, or orders of the Court.

19        5. All uncashed settlement checks plus interest must be  
20 distributed in accordance with paragraphs 30, 31, 31(a) and  
21 31(b) of the Settlement Agreement and the Stipulation and Order  
22 entered February 4, 2021.

23        6. Pursuant to California Rules of Court, Rule 3.769(h),  
24 the Court retains jurisdiction over the parties with respect to  
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1 enforcement of this Judgment under California Code of Civil  
2 Procedure Section 664.6.

3 CLERK TO GIVE WRITTEN NOTICE.

4 DATED: May 25, 2021



6 YVETTE M. PALAZUELOS

7 YVETTE M. PALAZUELOS  
8 JUDGE OF THE SUPERIOR COURT  
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