

LOS ANGELES COUNTY SUPERIOR COURT
Notice of Class Action Settlement

If you cancelled a Farmers property or vehicle insurance policy in California, this class action settlement may affect your rights.

A court authorized this notice. This is not a solicitation from an attorney. You are not being sued.

1. Why did I get this Notice?

Three former insurance policyholders, the “Class Representatives”, have sued Farmers Group, Inc., Fire Insurance Exchange (FIE), Mid-Century Insurance Company (Mid-Century), and Fire Underwriters Association (collectively “Farmers”), alleging that Farmers violated California law as described below. All of the claims asserted in the Class Representatives’ lawsuit have been certified for class action treatment. Farmers and Plaintiffs have entered into a proposed class settlement of the claims against Farmers. You are receiving this Notice because records show that you may have had one or more FIE or Mid-Century insurance policies covering your property or your vehicle, and that you cancelled one or more of the policies before the end of the policy term. You have legal rights and options that you may exercise before the Court finally approves the proposed settlement. This Notice contains important information that may affect you. Please read it carefully.

2. What is this lawsuit about?

The lawsuit is known as *Craig Streit, et al. v. Farmers Group, Inc., et al.*, Case No. BC434852. Judge Yvette M. Palazuelos of the Superior Court of the State of California in Los Angeles County is overseeing this class action lawsuit. This lawsuit challenges the way Farmers calculated the return of premium when policyholders cancelled their insurance policies before the end of the policy term (their “refund(s)”). The lawsuit alleges that, instead of calculating the refunds on a *pro rata* basis, corresponding to the unexpired time, Farmers used a method of calculation that led to a smaller refund. The plaintiffs in the lawsuit allege that the result was many policyholders got smaller refunds than they would have received when they cancelled their policies had the return of premium been calculated on a *pro rata* basis. Farmers has denied all liability and asserts that the method it used to calculate the refunds was expressly authorized by the insurance policy, approved by the California Department of Insurance and permissible under California law.

3. What are my rights and choices under this Notice?

- The Court has allowed the lawsuit to be a class action on behalf of ***all California policyholders of FIE and Mid-Century who cancelled their policies midterm and whose return of premium Farmers calculated on a basis other than pro rata for refunds after April 1, 2006. This practice by Farmers ended in approximately 2011.***
- In 2015, the Court allowed the lawsuit to proceed as a class action for two specific claims, as described below (the “2015 Certified Claims”), on behalf of all California policyholders who cancelled their policies midterm and whose return of premium Farmers calculated on a basis other than pro rata after April 1, 2006. A notice similar to this one was provided regarding the Court’s earlier certification of the 2015 Certified Claims, and you were provided an opportunity to exclude yourself from this lawsuit as to the 2015 Certified Claims. If you took steps to exclude yourself from the lawsuit at that time, those steps do not exclude you from being a part of the lawsuit for the current certified claims, as described below (the “2019 Certified Claims”) and for the proposed settlement. You would need to take further separate steps now to completely exclude yourself from being bound by the proposed settlement. This notice does not affect your choice regarding the notice provided in 2015.
- This is a notice of a settlement. If you do not exclude yourself from this class action settlement, your legal rights against Farmers regarding how it calculated your return of premium will be determined by this settlement. You now have a choice to make:

Your Rights and Choices:

Take Steps to Exclude Yourself	<u>Get out of this lawsuit and settlement. Receive no benefits from it. Keep your rights.</u> If you ask to be excluded from this settlement now, or if the Court approves the entire settlement as described in paragraph 9(a) below, and you do not timely cash your settlement check, you will not share in the money or benefits conferred by this settlement. But, you keep any rights to sue Farmers separately about the claims made in the lawsuit.
Remain in Lawsuit and Settlement	<u>Stay in this lawsuit and settlement. Share in the benefits of the settlement. Give up certain rights.</u> By doing nothing now, and, if the Court approves the entire settlement as described in paragraph 9(a) below, by timely cashing your settlement check, you retain your right to share in any money or benefits, if any, that may come from the settlement of this lawsuit. But, you give up any rights to sue Farmers separately about the claims made in the lawsuit.
Object to the Settlement	Any Class Member may <u>object to the settlement.</u> If you wish to object, you must do so in writing and must state the basis for your objection(s). To object, you must prepare and complete your objection, sign it and mail it to the Settlement Administrator at the address provide in section 18, below, on or before April 5, 2021. At the Final Approval Hearing described in section 22, below, the Court will consider all written objections without the need for a personal appearance. You have the right to appear at the hearing to present any objections, either in person or through an attorney of your choice at your expense.

Your options are explained in this notice. To ask to be excluded, you must send a letter or an email postmarked or delivered on or before April 5, 2021 to Farmers Insurance Settlement Administrator, Attention: Exclusions, P.O. Box 58220, Philadelphia, PA 19102, info@farmersshortratesettlement.com. To be valid, a request to be excluded must contain the following: (i) your name, (ii) your address, (iii) your telephone number, (iv) a clear statement that you are requesting to be excluded from the Class, and (v) your signature.

- A timely and valid request to be excluded by a named insured will apply to all policies on which such Class Member is a named insured. A timely and valid request to be excluded by one named insured on a policy shall bind any other named insured on that policy for that policy.
- If the Court approves the entire settlement as described in paragraph 9(a) below, you will be excluded if you do not cash your settlement check by the check cashing deadline that will be printed on the settlement check. Exclusion from the settlement by failure to cash a settlement check will apply to all policies on which the Class Member named on the uncashed settlement check is a named insured and shall bind all other named insureds on that policy for that policy.

4. What is a Class Action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Craig Streit, Eric Lucan, and Dorothy Susman, who were policyholders of FIE and Mid-Century) sue on behalf of themselves and other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representatives who sued—and all the Class Members like them—are called the Plaintiffs. The companies they sued (in this case, Farmers) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

5. Why is this claim a Class Action?

The Court decided that the claims in this lawsuit can be a class action and move towards a trial because they meet the requirements of California Code of Civil Procedure section 382, which governs class actions in California courts. The Court found that:

- The Class Representatives along with the lawyers representing the Class will fairly and adequately represent the Class Members' interests;
- The claims of the Class Representatives are typical of the claims of the rest of the Class;
- There are predominant legal questions and facts that are common to all Class Members that must be resolved; and
- There are a sufficient number of Class Members to sustain a class action.

6. What claims have been granted Class Action status?

The Court granted class certification twice of two different sets of claims. First, in 2015, the Court granted class certification of two of the claims that are being asserted against Farmers in this litigation: (1) that Farmers allegedly engaged in unlawful business practices under Business & Professions Code section 17200 by violating Insurance Code section 481(a); and (2) that allegedly Farmers breached the terms of the policy contracts (the "2015 Certified Claims").

Second, in 2019, the Court granted class certification of the remaining four claims asserted against Farmers in this litigation: (1) that Farmers allegedly engaged in unlawful business practices under Business & Professions Code section 17200 by violating Insurance Code section 330; Insurance Code section 332; Civil Code section 1573; Civil Code section 1709; and/or Civil Code section 1710; (2) that Farmers allegedly engaged in unfair business acts and practices under Business & Professions Code section 17200; (3) that Farmers allegedly engaged in fraudulent business acts and practices under Business & Professions Code section 17200; and (4) that Farmers allegedly breached the covenant of good faith and fair dealing that was implied into your Farmers' insurance policy (the "2019 Certified Claims").

To read more about the claims in the case and the Court's orders regarding class certification, go to the Settlement Administrator's website at www.farmersshortratesettlement.com.

7. What does the lawsuit complain about and how has Farmers answered?

In the lawsuit, Plaintiffs say that when a California policyholder cancelled his or her policy before the end of the policy term, Farmers should have calculated the return of premium on a *pro rata* basis, and that instead of doing so, Farmers used a method of calculation that led to a smaller return of premium. Farmers has denied that it did anything unlawful, unfair or fraudulent or in breach of its insurance policies. Farmers has said that its manner of calculating the return of premium is expressly allowed under the policy contracts and that its practices comply with the California Insurance Code and have been approved by the California Department of Insurance. Farmers' Answer to the Complaint and other key documents, including the Complaint and the Class Certification Orders, are available on the Settlement Administrator's website, the Court website, and through Class Counsel. See section 18 of this Notice for contact information.

8. Background of the Settlement.

Plaintiffs and class counsel believe that the claims in the lawsuit have merit. They have thoroughly investigated and evaluated the facts and legal arguments of the lawsuit and have diligently litigated this lawsuit since filing it on April 1, 2010. Farmers produced approximately 8,000 pages of material and data in spreadsheets with millions of entries regarding the class members' policies, mid-term cancellation and refunds paid. Class counsel reviewed the documents and data Farmers produced, deposed many witnesses and paid consultants to analyze purchase and refund data and compute pro-rata refunds for the class members and the difference between the refunds Farmers provided and what they would have paid if the refunds were calculated on a pro rata basis. Farmers denies the claims against it and has vigorously defended this lawsuit. This proposed settlement was reached through hard-fought, arms-length negotiations. The parties took into account the uncertainty and risk of the outcome of litigation, the difficulties and delays inherent in litigation and the economic benefit to policyholders through the prompt implementation of settlement.

9. What are the terms of the proposed settlement?

Farmers has agreed to pay a total amount of \$20,000,000. This sum would be distributed to the Class Members pro rata (see paragraph 10, below) after proposed requested deductions for: (a) costs of the lawsuit to be reimbursed to Class Counsel (not including notice and administration costs which is currently estimated at approximately \$588,633.47), in an amount to

be approved by the Court up to a maximum of \$325,000; (b) attorneys' fees of up to one-third of the gross settlement amount (that is, up to a total maximum of \$6,666,666.67); and (c) Class Representatives' service award for acting as the class representatives of up to an aggregate total maximum of \$130,000, in amounts to be approved by the Court. The gross settlement amount of \$20 million minus these sums is the "net settlement amount." Class Members are not required to submit a claim in order to receive their pro rata share of the net settlement amount.

The costs of notice and administration will not be deducted from the gross settlement amount before the Class Members' shares are calculated. Instead, those costs will be paid as follows: (a) from any sums that cannot be distributed to the Class Members, due to lack of current address information or due to uncashed checks; (b) if the sums described in (a) are insufficient to pay the notice and administration costs, then Farmers will pay up to nine months' of interest, at the rate of 1.75% per annum, on the \$20,000,000 gross settlement amount, to be used for notice and administration costs; and/or (c) if the sums described in (a) and (b) are insufficient to cover the costs, then any remaining notice and administration costs owed shall be paid by Class Counsel from their attorneys' fees award.

At the Final Approval Hearing, discussed at paragraph 22 below, the Court may decide what happens to the settlement sums that cannot be distributed to the potential Class Members either because checks are undeliverable to any persons after reasonable efforts to update the potential Class Members' mailing addresses, or because any potential Class Members did not cash their check by the check cashing deadline (180 days after initial mailing) (this portion of the settlement amount shall be referred to as the "Non-Participant Share") if any of it remains after paying the costs of notice and administration, and the effect of this settlement on those persons whose undistributed sums make up the Non-Participant Share.

The Court may:

a) Approve the settlement agreement including paragraphs 29 through 30 which provide that if any of the Non-Participant Share remains after paying the costs of notice and administration, a limited portion of those sums will be reallocated to Farmers. The maximum total sum that can be reallocated to Farmers cannot exceed 20% of the net settlement. If the Non-Participant Share exceeds the maximum amount that can be reallocated to Farmers, the remaining sums will be paid to one or more organizations approved by the Court that promote the interests asserted in the lawsuit (also known as cy pres recipients). The proposed cy pres recipients in this case are Consumer Watchdog and United Policyholders.

If the Court approves the settlement agreement including paragraphs 29 through 30, all potential Class Members whose shares make up the Non-Participant Share shall be deemed to have opted out of the settlement and shall not be bound by the release set forth in the settlement agreement or any judgment entered by the Court; Or,

b) Approve the settlement agreement but disapprove of paragraphs 29 through 30, in which case, pursuant to paragraph 31, if any of the Non-Participant Share remains after paying the costs of notice and administration, the remaining sums will be paid to one or more cy pres recipients approved by the Court.

If the Court approves the settlement agreement but disapproves of paragraphs 29 through 30, all Class Members shall be bound by the settlement, the release set forth in the settlement agreement and any judgment entered by the Court.

10. How will your share of the settlement amount be calculated?

Class Members will receive their pro rata share of the net settlement amount. Class Members' pro rata shares shall be calculated based on the difference between the return of premium calculated by Farmers and the pro rata return of premium that Plaintiffs contend the Class Members should have received ("Plaintiffs' Methodology"), net of any write-offs for unpaid premium established by Farmers' records and data (the "Delta"). The Deltas and the pro rata shares shall be calculated by an expert retained by Class Counsel and the information necessary to distribute the shares shall be provided to the Settlement Administrator. The Class Members' Deltas have been established through the extensive review, including expert analysis, of Farmers' data and records produced during this lawsuit.

Some Class Members have a Delta of zero and will not receive any money from this settlement. For those policies, there was no alleged damage or restitution to be had. Additionally, Farmers produced information in this lawsuit demonstrating that the insurance premiums for some Class Members' policies were not paid. For some of these policies, the amount of Delta that would otherwise have existed was reduced to zero due to the unpaid balance on the policies' premiums. For these policies, after reduction for unpaid premiums, there was no alleged damage or restitution to be had. Those Class Members

will not receive any money from the settlement. A special notice has been sent by post card to these Class Members to advise them of their circumstances.

11. When will I receive my settlement payment?

If the Court grants final approval of the settlement, it is anticipated that the distribution of individual settlement payments will be made approximately 100 days following final approval, unless an appeal of the final judgment is filed. If an appeal is timely filed, settlement checks will not be paid until the appellant loses their appeal. If the appellant wins its appeal, the settlement, at Farmers' election, may be terminated.

12. Am I part of this Class?

The Court decided that all policyholders in California whose policies were issued by FIE or Mid-Century, who cancelled their policies before they expired, and whose return of premium Farmers calculated on a basis other than *pro rata* for refunds after April 1, 2006, are Class Members. You received a short-form notice because Farmers' records indicate that you may be a Class Member. If a short-form notice was not mailed to you, but you believe you are a Class Member, you should promptly contact the Settlement Administrator, whose contact information is provided in section 18 of this Notice.

In 2015, a notice was provided to potential Class Members advising that the 2015 Certified Claims had been certified by the Court to proceed as a class action. Further information has been discovered in this lawsuit since the 2015 notice was provided that demonstrates that some previously identified potential Class Members were not actually members of the certified class. During the lawsuit, Farmers produced records about some policies that were cancelled and for which refunds were provided before the class period authorized by the Court. Ultimately it was determined that some of these policies did not fit the definition of the class approved by the Court because the policy refunds occurred before the class period. Separate notices have been mailed to those previously identified potential Class Members who have been determined to not be members of the class for this reason.

13. Which Farmers policyholders are included in the Class?

If you had a non-commercial insurance policy issued by FIE or Mid-Century for your vehicle, your personal property, and/or your real property in California, you cancelled your policy before its full term expired, and your return of premium was refunded or credited to you after April 1, 2006, you are a Class Member. If you received this Notice, you are probably part of the Class.

14. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator, at the contact information listed in section 18 of this Notice.

15. What do I have to do with this Notice?

You have to decide whether to stay in the Class for the purpose of the proposed settlement, or ask to be excluded, or to object, and you have to decide this now.

16. What happens if I do nothing at all now?

You do not have to do anything now if you want to keep the possibility of receiving money or benefits from this lawsuit and settlement. By doing nothing now you are choosing to stay in the Class and be part of the settlement. Keep in mind that if you do nothing now, and if the Court approves the entire settlement as described in paragraph 9(a) above and you cash your settlement check within the deadline stated on the check, you will be part of the settlement but you will not be able to sue, or continue to sue, Farmers—as part of any other lawsuit—over the claims made in this lawsuit. You will also be legally bound by all of the orders and judgments the Court issues.

17. Should I ask to be excluded?

If you already have your own lawsuit claiming that Farmers failed to refund your unearned premium on a *pro rata* basis when you cancelled your insurance policy midterm, and you wish to continue with it, you should ask to be excluded from the Class or, if the Court approves the entire settlement as described in paragraph 9(a) above, you should not cash any settlement check you may receive. If you want to bring your own lawsuit against Farmers on the claims, or if you do not wish to bring any lawsuit against Farmers on the claims, you should exclude yourself from the Class.

If you exclude yourself from the Class—sometimes called “opting out” of the Class—you will not receive any money or benefits from this lawsuit or settlement. If you exclude yourself, you will not be legally bound by the Court’s judgments in this Class Action as to the legal claims that have been certified for class treatment.

If you start your own lawsuit against Farmers after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you exclude yourself so you can start or continue your own lawsuit against Farmers, you should speak with your own lawyer soon, because your claims may be subject to a statute of limitations (meaning you may only be allowed to bring claims going back a limited amount of time), which may bar you from making your personal claims outside of the pending class action lawsuit.

18. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter, if sent by mail, or an email, stating that you want to be excluded from *Craig Streit, et al. v. Farmers Group, Inc., et al.* Be sure to include your name and address, phone number, and if sent by mail, sign the letter. You must mail your Exclusion Request postmarked by April 5, 2021, to:

Farmers Insurance Settlement Administrator
Attention: Exclusions
P.O. Box 58220
Philadelphia, PA 19102
Email: info@farmersshortratesettlement.com

Alternatively, you must email your Exclusion Request by no later than 6:00 p.m. Pacific time on April 5, 2021, to: info@farmersshortratesettlement.com.

Additionally, if the Court approves the entire settlement as described in paragraph 9(a) above, you will be automatically excluded if you do not cash your settlement check by the check cashing deadline that will be printed on the settlement check.

19. Do I have a lawyer in this case?

The Court has decided that the law firms of Eppsteiner Law, APC and Kralowec Law, P.C. are qualified to represent you as a member of the Class. The law firms are referred to as “Class Counsel.” They are experienced in handling class action litigation. More information about these law firms, their practice, and their lawyers’ experience is available at: <http://www.eppsteiner.com> and <http://www.kraloweclaw.com>. Class Counsel’s contact information is:

Eppsteiner Law, APC
Stuart M. Eppsteiner, Esq.
5519 Clairemont Mesa Blvd., Suite 5129
San Diego, CA 92117
Telephone: 858-350-1500
Fax: 858- 598-5599
sme@eppsteiner.com

Kralowec Law, P.C.
Kimberly A. Kralowec, Esq.
Kathleen Styles Rogers, Esq.
750 Battery Street, Suite 700
San Francisco, CA 94111
Telephone: 415-546-6800
Fax: 415-546-6801
kkralowec@kraloweclaw.com
krogers@kraloweclaw.com

20. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you prefer to have your own lawyer, you will have to hire and pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak on your behalf. Any appearance at the hearing must be in accordance with the then current procedures required by the Superior Court of California, County of Los Angeles. The Court's procedures for hearing appearances are detailed in the Court's "Here for You | Safe for You" program which can be found on the Court's website at: <http://www.lacourt.org>. A copy of the Court's General Order dated July 6, 2020, regarding face coverings, is attached to this Notice. If you hire your own lawyer, separate from Class Counsel, you will have to pay that attorney the fees that attorney may charge.

21. How will the lawyers be paid?

Class Counsel will petition the Court to be paid from a portion of the funds Farmers has agreed to pay to settle this lawsuit. You will not have to pay these fees and expenses directly. If the Court grants Class Counsel's request, the fees and expenses will be deducted from the money obtained for the Class.

22. Notice of Hearing on Final Approval and objections to Class Action Settlement.

A Final Approval Hearing will be held before Judge Yvette M. Palazuelos on May 14, 2021 at 10:00 a.m. in Department 9 of the Los Angeles County Superior Court located at 312 N Spring St, Los Angeles, CA 90012, to determine whether the proposed settlement is fair, reasonable, and adequate. The hearing may be continued or moved to a different location without further notice. Please visit the Settlement Administrator's website for updates regarding the Final Approval Hearing at: www.farmersshortratesettlement.com. You do not need to appear at this hearing. If you have sent a written objection to the settlement, you may appear at the hearing at your option, either through yourself or through an attorney you hire. If you plan to appear at the hearing, you must state your intention to appear in your written objection. Any appearance at the hearing must be in accordance with the then current procedures required by the Superior Court of California, County of Los Angeles. The Court's procedures for hearing appearances are detailed in the Court's "Here for You | Safe for You" program which can be found on the Court's website at: <http://www.lacourt.org>. A copy of the Court's General Order dated July 6, 2020, regarding face coverings, is attached to this Notice. If you elect to attend the Final Approval Hearing you may have to do so remotely.

23. What is being released as part of the settlement?

Upon the final approval of the settlement by the Court, and except as such rights or claims as may be created by the Settlement Agreement, the Class Members (other than those who timely request to be excluded from the settlement, and if the Court approves the entire settlement as described in paragraph 9(a) above, those who fail to timely cash their settlement checks) will fully release and discharge Farmers and their present, former and future parents, sister subsidiaries, subsidiaries, and affiliated companies, attorneys-in-fact, and their past, present, and future officers, directors or governors, employees, attorneys, successors, and assigns, from the claims asserted in the lawsuit arising out of application of Farmers' refund calculation, rather than a pro rata refund calculation, in calculating unearned premiums to be refunded to the Class.

The full release language from the Settlement Agreement is as follows:

Release of Claims

The Releasing Parties, their heirs, trustees, executors, administrators, principals, beneficiaries, agents, assigns and successors will be subject to and shall be bound by the order of Final Judgment and will conclusively be deemed to have fully and finally released, acquitted and forever discharged, to the fullest extent permitted by law, all of the Released Persons from the Settled Claims, and the release shall go into effect as of the date the Releasing Party negotiates his or her settlement check.

No Class Member shall have any claim against the Parties, any of the Released Parties, the Parties' counsel, the Settlement Administrator, or any of their agents relating to or arising out of any distributions or lack thereof made in accordance with the terms of this Agreement, as approved by the Court, or orders of the Court.

Definitions

As used in the above-quoted excerpts from the Settlement Agreement, the following are defined terms:

“**Action**” means the lawsuit entitled *Craig Streit, Eric Lucan and Dorothy Susman, individually and on behalf of all others similarly situated, plaintiffs, v. 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*, Los Angeles County Superior Court, Case No. BC 434852, filed on April 1, 2010, which complaint has been amended several times such that the operative complaint is the Fifth Amended Complaint, filed October 25, 2019.

“**Class**” means all persons and entities who purchased Farmers Policies, effectuated a Mid-Term Termination, and whose return of premium was calculated on basis other than pro rata, or, alternatively expressed as, the persons and entities described in this definition to whom Defendants charged a Short Rate Penalty for their election to effect a Mid-Term Termination of their Farmers Policies, within the applicable statutes of limitations through and including the date of judgment. The “Class” does not include persons or entities whose Cancellation Process Date for their policy, according to Defendants’ records, was more than 35 days before April 1, 2006 (four years before the complaint was filed) (the “**Early Former Class Members**”), as those persons or entities’ claims would not fall within the applicable statute of limitations.

“**Class Member(s)**” means Plaintiffs and a person who is a member of the Class, and who does not opt out of the Class, either by direct request or by failing to cash a check representing his or her portion of the Net Settlement Amount.

“**Class Period**” means April 1, 2006 through the date of judgment. However, the Parties acknowledge that, according to Defendants’ records, Defendants stopped calculating refunds on a basis other than pro rata as of approximately 2011.

“**Court**” means the judge or judges of the Los Angeles Superior Court who have issued rulings or orders in, or otherwise presided over, this Action.

“**Final Judgment**” means the judgment to be entered by the Court, pursuant to Cal. Rule of Court 3.769(h), following its order granting final approval of this Settlement.

“**Released Parties**” means Defendants and their present, former and future parents, sister subsidiaries, subsidiaries, and affiliated companies, attorneys-in-fact, and their past, present, and future officers, directors or governors, employees, attorneys, successors and assigns.

“**Releasing Parties**” means and includes Plaintiffs Craig Streit, Eric Lucan and Dorothy Susman and, subject to Court approval, the Class Members.

“**Settled Claims**” means (1) any and all causes of action asserted in the Action by the Class, and (2) any and all claims, demands, rights, liabilities and existing causes of action, known or unknown, including, but not limited to, any claims arising from the alleged violation of California Business and Professions Code sections 17200 *et seq.* or from the alleged breach of contract and/or breach of the implied covenant of good faith and fair dealing, and that have been, could have been, or could be asserted by Plaintiffs or any or all Class Members against Defendants, arising out of, based on, related to, or in any way respecting any acts, omissions, misrepresentations, facts, events, matters, transactions, or occurrences concerning or in any way associated with application of a Short Rate refund, rather than a pro rata refund, in calculating unearned premiums to be refunded to the Class, whether or not alleged, recited, described or referred to in the Action, occurring during the Class Period and based on the facts alleged in the operative complaint in the Action.

“**Settlement Administrator**” means the company to be selected by Class Counsel, and approved by the Court, that will be responsible for sending out Notice and settlement checks to the Class Members and reporting to Class Counsel and counsel for Defendants, as well as the Court, the sending out of such Notice, settlement checks and any checks not deliverable and/or not cashed, and conducting all other tasks reasonably necessary to administer the Settlement. Notice and

administration procedures shall comport with current best practices to ensure effective and clear notice and to enhance the likelihood that Class Members will receive and cash their settlement checks by the check cashing deadline.

24. Are more details available?

Visit the Settlement Administrator's website to get copies of key documents in this case: www.farmersshortratesettlement.com. You can also visit the Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and use the following information to access material in the Court's file: *Craig Streit, et al. v. Farmers Group, Inc., et al.*, Case No. BC434852. If you wish to visit the courthouse in order to view case documents, you must comply with the then current procedures required by the Superior Court of California, County of Los Angeles. The Court's procedures for entering the public areas of the courthouse are detailed in the Court's "Here for You | Safe for You" program which can be found on the Court's website at: <http://www.lacourt.org>. A copy of the Court's General Order dated July 6, 2020, regarding face coverings, is attached to this Notice.

**PLEASE NOTIFY THE SETTLEMENT ADMINISTRATOR IF YOUR ADDRESS CHANGES.
PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE OR THIS CASE.**

Dated: February 18, 2021

Hon. Yvette M. Palazuelos

Judge of the Superior Court for the County of Los Angeles

JUL 06 2020

Sherri R. Carter, Executive Officer/Clerk
By Rizalinda Mina, Deputy
Rizalinda Mina

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

ADMINISTRATIVE ORDER OF THE
PRESIDING JUDGE RE MANDATORY
FACIAL COVERINGS AND SOCIAL
DISTANCING REQUIREMENTS IN
EFFECT DURING COVID-19 PANDEMIC

GENERAL ORDER

In response to the Covid-19 pandemic, national, state and local elected officials declared states of emergency within their respective jurisdictions. Executive orders and orders from public health authorities required individuals to remain in their homes (Safe-at-Home Orders) to slow and reduce the transmission of this novel coronavirus.

On March 4, 2020, the Los Angeles County Board of Supervisors (Board) and the Los Angeles County Department of Public Health (Public Health) declared a local and public health emergency in response to the increased spread of the novel coronavirus across the County of Los Angeles.

On Friday, March 13, 2020, President Donald J. Trump declared a national emergency over the novel coronavirus outbreak.

On March 19, 2020, Governor Gavin Newsom and City of Los Angeles Mayor Eric Garcetti both issued, respectively, Stay at Home and Safer at Home orders.

On March 21, 2020, Public Health issued a revised Safer at Home Order for the Control of Covid-19 that prohibits all indoor and outdoor public and private gatherings and events. The order also requires businesses, except those defined as an Essential Business, to cease in-person operations and close to the public. The order requires individuals to maintain a physical separation from others of at least six (6) feet and advises persons 65 years of age and over and persons with underlying health conditions to avoid person-to-person contact.

1 On May 29, 2020, Public Health issued a revised order regarding Reopening Safer at Work
2 and in the Community for Control of Covid-19. Among other things, it provides, "People leaving
3 their residences must strictly comply with the Social (Physical) Distancing requirements stated in
4 this Order and specified in guidance or protocols established by the County Department of Public
5 Health; this includes wearing a cloth face covering whenever there is or can be contact with others
6 who are non-household members in both public and private places, which reduces the risk of
7 transmission to others from people who do not have symptoms. The use of face coverings is
8 commonly referred to as "source control." County of Los Angeles Public Health Department Order
9 of the Health Officer, May 29, 2020, p. 2, paragraph 3b.

10 The Court must fulfill its statutory duties while safeguarding the well-being of the public it
11 serves. In the absence of a cure, treatment, or effective vaccine for the highly contagious novel
12 coronavirus, social distancing, face coverings and good hygiene are the only tools available to slow
13 or prevent its spread. The Court has taken extensive measures to reduce the number of persons
14 coming to its courthouses, including limiting the matters to be heard on any given day, spreading the
15 scheduling of cases, directing prospective jurors to courtrooms instead of jury assembly rooms,
16 facilitating remote telephonic/video court transactions with the virtual Clerk's Office, online and
17 remote Self-Help services, remote mediations, teleworking employees, encouraging counsel and
18 litigants to appear remotely, and implementing scheduled appointments for in-person transactions at
19 the courthouse.

20 To prevent or slow the spread of Covid-19 and to protect the health of court users, pursuant
21 to Code Civ. Proc. § 128; Gov. Code § 68070, Cal. Rules of Court, rule 10.603, and the inherent
22 powers of the Court (*In re Reno* (2012) 65 Cal.4th 428, 522), and in compliance with state and local
23 public health guidelines, **THIS COURT HEREBY FINDS, AND ORDERS¹ AS FOLLOWS:**

- 24 1. All persons entering any courthouse or courtroom shall wear a face covering/mask over his or
25 her nose and mouth at all times within public areas of the courthouse or courtroom. Face
26 coverings may include a mask, scarf, or any other fabric that covers both the mouth and nose.
27 Individuals who elect to wear face shields must ensure that the shield covers both the nose and
28

¹ This order supersedes and replaces the Court's June 5, 2020 order on face coverings.

1 mouth. The face shield must wrap around the sides of the wearer's face and extend to below
 2 the chin with a cloth drape from the bottom of the face shield to below the neck. Children
 3 under the age of three (3) are exempt from the order.

- 4 2. Persons with a medical condition, mental health condition, or disability that precludes them
 5 from wearing a face covering are exempt from this order. Nevertheless, they must take
 6 whatever protective measures their condition permits, such as wearing a face shield without a
 7 drape on the bottom edge. Individuals with disabilities who seek an exemption from this order
 8 as a reasonable accommodation pursuant to the Americans with Disabilities Act or Rule 1.100
 9 of the California Rules of Court, should contact the ADA liaison at the courthouse. A list of
 10 ADA liaisons is available at www.lacourt.org/ada/adahome.aspx. To reduce the risk of
 11 contagion, the matters of individuals exempted from wearing a mask may be scheduled when
 12 fewer people are present.
- 13 3. Non-exempt individuals who decline or refuse to wear a mask or face covering will be denied
 14 entry to the courthouse and/or courtroom.
- 15 4. Individuals who remove their masks or face covering after entering the courthouse or
 16 courtroom will be reminded to wear them. If they refuse, they may be denied services, may
 17 have their legal matters rescheduled, and/or will be asked to leave the courthouse or courtroom
 18 immediately. Persons who refuse to leave voluntarily will be escorted out of the courthouse
 19 and/or courtroom by Los Angeles Sheriff Department's personnel.
- 20 5. Maintain at least six (6) feet of physical distance from all persons (except those within your
 21 household) at all times. Comply with social distance signage throughout the courthouse.
- 22 6. Use hand sanitizer when entering the courthouse, practice good hand washing hygiene, and
 23 cover coughs and sneezes, preferably with a tissue.

24 **THIS ORDER IS EFFECTIVE IMMEDIATELY, AND REPLACES AND**
 25 **SUPERSEDES THE JUNE 5, 2020 FACE COVERING ORDER, AND WILL REMAIN**
 26 **IN EFFECT UNTIL FURTHER NOTICE.**

27 Dated: July 6, 2020



28 *Kevin C. Brazile*
 KEVIN C. BRAZILE
 Presiding Judge